

# City of Glendale Council Meeting Agenda

## January 24, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

### Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

### Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

### Council Meeting Schedule

The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, [www.glendaleaz.com](http://www.glendaleaz.com)

### Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

### Public Rules of Conduct

The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

### How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

**Public Hearings** are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

**When speaking at the Podium**, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.



**\*\* For special accommodations or interpreter assistance, please contact the City Manager's Office at (623) 930- 2870 at least one business day prior to this meeting. TDD (623) 930-2197.**

**\*\* Para acomodacion especial o traductor de español, por favor llame a la oficina del adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

### Councilmembers

Norma S. Alvarez - Ocotillo District  
H. Philip Lieberman - Cactus District  
Manuel D. Martinez - Cholla District  
Joyce V. Clark - Yucca District  
Yvonne J. Knaack – Barrel District



**MAYOR ELAINE M. SCRUGGS**

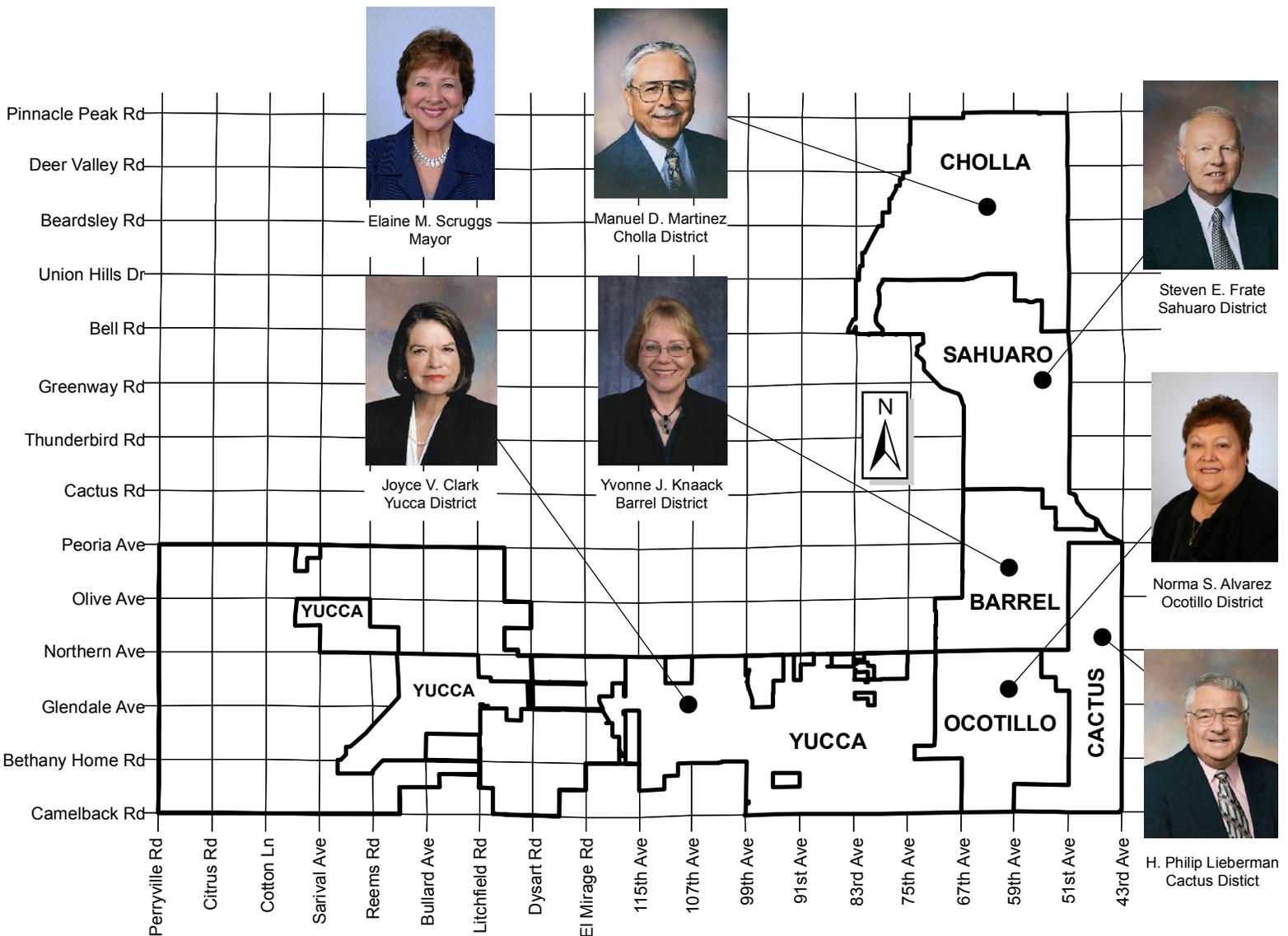
Vice Mayor Steven E. Frate - Sahuaro District

### Appointed City Staff

Ed Beasley – City Manager  
Craig Tindall – City Attorney  
Pamela Hanna – City Clerk  
Elizabeth Finn – City Judge



# Council District Boundaries





**GLENDALE CITY COUNCIL MEETING  
Council Chambers  
5850 West Glendale Avenue  
January 24, 2012  
7:00 p.m.**

**CALL TO ORDER – PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE MINUTES OF January 10, 2012**

**BOARDS, COMMISSIONS AND OTHER BODIES**

BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Joyce Clark

**CONSENT AGENDA**

**Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.**

1. LIQUOR LICENSE NO. 5-4682, WINCO FOODS #109  
PRESENTED BY: Susan Matousek, Revenue Administrator

2. LIQUOR LICENSE NO. 5-4713, CLEOPATRA  
PRESENTED BY: Susan Matousek, Revenue Administrator

3. FINAL PLAT APPLICATION FP11-01: WESTGLEN VILLAS - 7290 WEST  
GLENDALE AVENUE  
PRESENTED BY: Jon M. Froke, AICP, Planning Director

**CONSENT RESOLUTIONS**

4. DECLARATION OF PUBLIC RECORD: ZONING TEXT AMENDMENT - ZTA09-01  
PRESENTED BY: Jon M. Froke, AICP, Planning Director  
RESOLUTION: 4536

**5. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICES**

**PRESENTED BY:** Jamsheed Mehta, AICP, Executive Director, Transportation Services

**RESOLUTION:** 4537

**BIDS AND CONTRACTS**

**6. DISCOUNT PRESCRIPTION CARD PROGRAM**

**PRESENTED BY:** Jim Colson, Deputy City Manager

**PUBLIC HEARING - ORDINANCES**

**7. ZONING TEXT AMENDMENT - ZTA09-01: (ORDINANCE) (PUBLIC HEARING REQUIRED)**

**PRESENTED BY:** Jon M. Froke, AICP, Planning Director

**ORDINANCE:** 2797

**ORDINANCES**

**8. QUIT CLAIM DEED: RESTHAVEN PARK CEMETERY**

**PRESENTED BY:** Gregory Rodzenko, P.E., Acting City Engineer

**ORDINANCE:** 2798

**9. AD-HOC CITIZEN TASK FORCE ON WATER AND SEWER**

**PRESENTED BY:** Craig Johnson, P.E., Executive Director, Water Services

**ORDINANCE:** 2799

**10. FISCAL YEAR 2010-11 BUDGET AMENDMENTS**

**PRESENTED BY:** Sherry M. Schurhammer, Executive Director, Financial Services

**ORDINANCE:** 2800

**RESOLUTIONS**

**11. AGREEMENTS FOR INFRASTRUCTURE IMPROVEMENTS ALONG GRAND AVENUE**

**PRESENTED BY:** Jamsheed Mehta, AICP, Executive Director, Transportation Services

**RESOLUTION:** 4538

**RESOLUTION:** 4539

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**CITIZEN COMMENTS**

**If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City**

**Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.**

## **COUNCIL COMMENTS AND SUGGESTIONS**

### **ADJOURNMENT**

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

**CALL TO ORDER – PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE MINUTES OF January 10, 2012**

**BOARDS, COMMISSIONS AND OTHER BODIES**

BOARDS, COMMISSIONS AND OTHER BODIES

**Purpose:** This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

**Citizens Bicycle Advisory Committee**

Gail Hildebrant	Cholla	Appointment	02/12/2012	02/12/2014
J. Michael Wood	Barrel	Reappointment	02/12/2012	02/12/2014

**Glendale Municipal Property Corporation**

Leland Peterson – Chair	Cactus	Reappointment	01/24/2012	12/01/2012
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**Personnel Board**

Anthony Passalacqua	Cholla	Appointment	02/12/2012	02/12/2014
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**Recommendation:** Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

**CONSENT AGENDA**

**Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.**

1. LIQUOR LICENSE NO. 5-4682, WINCO FOODS #109

**Purpose:** This is a request for City Council to approve a person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for WinCo Foods #109 located at 5850 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 09070122) was submitted by Nicholas Carl Guttilla.

**Background:** The location of the establishment is 5850 West Bell Road in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,577. This series 9 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	7
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	21
	<b>Total</b>	<b>38</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**Public Input:** No public protests were received during the 20-day posting period.

**Recommendation:** Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

## 2. LIQUOR LICENSE NO. 5-4713, CLEOPATRA

**Purpose:** This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Cleopatra located at 5686 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 12078950) was submitted by Antone FayeZ Youssef.

**Background:** The location of the establishment is 5686 West Bell Road in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,101. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	8
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	20
	<b>Total</b>	<b>38</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**Public Input:** No public protests were received during the 20-day posting period.

**Recommendation:** Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. FINAL PLAT APPLICATION FP11-01: WESTGLEN VILLAS - 7290 WEST GLENDALE AVENUE

**Purpose:** This is a request for City Council to approve an amendment to the Final Plat for Westglen Villas. The amendment to the final plat would allow the applicant to complete the build out of the existing subdivision.

**Council Strategic Goals or Key Objectives Addressed:** This request supports Council's goal of one community with strong neighborhoods by encouraging in-fill development.

**Background:** The subdivision is located at 7290 West Glendale Avenue, which is near other single-family neighborhoods and a high school. Westglen Villas is an existing 152 lot single-family subdivision that was developed as a Use Benefit Easement, otherwise known as a z-lot configuration. The homebuilder D.R. Horton, Inc. plans to finish the subdivision and proposes to amend the configuration of the final 32 lots to be rectangular in shape.

**Previous Council/Staff Actions:** On May 23, 2006, Council approved Final Plat FP05-07. The General Plan Amendment application GPA04-11 and rezoning application ZON04-20 were approved by Council on September 27, 2005.

**Community Benefit:** Approval of this final plat will allow the completion of Westglen Villas on an in-fill property using existing infrastructure at this location.

**Recommendation:** Approve Final Plat application FP11-01.

## CONSENT RESOLUTIONS

4. DECLARATION OF PUBLIC RECORD: ZONING TEXT AMENDMENT - ZTA09-01

**Purpose:** This is a request for City Council to adopt a resolution declaring Zoning Text Amendment ZTA09-01 as a public record.

**Council Strategic Goals or Key Objectives Addressed:** Declaring this amendment as a public record supports Council's goal of one community that is fiscally sound by reducing printing and publication costs.

**Background:** A.R.S. § 9-802 allows a city or town to enact the provisions of a text amendment by reference without publishing the full text of the Zoning Ordinance. Instead, the city publishes a notice in the newspaper three times and keeps three copies of the text on file with the City Clerk.

In addition, hard copies of the full text are posted outside the Council Chambers, which is the official posting site for the City of Glendale. This will require adoption by the Council of a resolution. At the same evening meeting, Council will be asked to adopt the ordinance for Zoning Text Amendment ZTA09-01.

**Recommendation:** Waive reading beyond the title and adopt a resolution declaring Zoning Text Amendment ZTA09-01 as a public record.

5. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICES

**Purpose:** This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 4 to the intergovernmental agreement (IGA) with the City of Phoenix for the extension of bus service on 59<sup>th</sup> Avenue in the City of Glendale.

**Council Strategic Goals or Key Objectives Addressed:** This action supports Council’s goal of one community with high-quality services for citizens by making transportation options more convenient for residents and visitors.

**Background:** Fixed route bus service in Glendale is provided through an IGA with the City of Phoenix. This change order will modify the IGA and reflects an adjustment to Route 59 which provides service along 59<sup>th</sup> Avenue to Utopia Road. Route 59 will now extend further north and provide transit access to job centers in the vicinity of 59<sup>th</sup> Avenue and Beardsley Road. The extension of this route was made possible by a federal grant under the Job Access and Reverse Commute (JARC) program.

The grant will provide federal funding in the amount of \$400,000 over a one year term which offsets the \$22,846 cost increase due to the route extension. The total cost for the fixed route bus service will increase from \$4,006,231 to \$4,029,077. This grant will also be used in part to cover transit revenue shortfalls from state and regional sources.

**Previous Council/Staff Actions:** On May 24, 2011, Council approved an annual IGA with the City of Phoenix for fixed route services.

**Community Benefit:** This action will extend bus service to an area currently not served with transit. Fixed route bus service is provided to more than two million riders in Glendale annually.

**Budget Impacts & Costs:** Funds for Contract Change Order No. 4 are available in the 2011-12 GO Transportation Program operating budget, and the cost is an estimate provided by the City of Phoenix.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X			X		\$4,029,077

<b><u>Account Name, Fund, Account and Line Item Number:</u></b> Fixed Route, Account No. 1660-16540-518200, \$4,029,077
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**Recommendation:** Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 4 to the intergovernmental agreement with the City of Phoenix for the extension of bus service on 59<sup>th</sup> Avenue in the City of Glendale.

## **BIDS AND CONTRACTS**

### **6. DISCOUNT PRESCRIPTION CARD PROGRAM**

**Purpose:** This is a request for City Council to enter into a professional services agreement with Financial Marketing Concepts, Inc. to implement their discount prescription card program, the Coast2Coast Rx Card. The program will enable Glendale residents to receive discounts on prescriptions and other medical services. The agreement is for an initial one year term with an annual option to renew for four additional years.

**Council Strategic Goals or Key Objectives Addressed:** This item addresses Council's goal of one community with high-quality services for citizens by offering a program which will provide citizens the opportunity to save money on their prescriptions.

**Background:** In September 2011, a Request for Proposals (RFP) was released to find a qualified vendor to implement and manage a discount drug card program in Glendale. Financial Marketing Concepts, Inc. was selected from the two responses received. Financial Marketing Concepts, Inc. currently manages prescription discount card programs for 110 county and city governments across the country commonly known as the Coast2Coast Rx Card discount program. Locally, Financial Marketing Concepts, Inc. began this program with the City of Phoenix in November 2010. The discount prescription card program will help residents in Glendale save money on their prescription medications if their prescriptions are not covered by insurance or other medical services. In addition, the program provides discounts for other medical services such as dental, vision, hearing, as well as lab and imaging tests. The card also provides discounts for many pet prescriptions as well.

Residents will be able to sign up for and receive the prescription cards at 44 participating pharmacies throughout the city, as well as at any other locations that the city chooses, such as libraries, parks and recreation centers, city-owned golf pro shops, city hall, and other public facilities, such as the Community Action Program office. The city will coordinate with Coast2Coast Rx on outreach and publicity to make Glendale residents aware of the program. The city will refer any program questions or issues to Coast2Coast Rx Card and will also notify them when cards at any of the city locations need to be restocked.

**Previous Council/Staff Actions:** On May 1, 2011, Council provided direction to staff to move forward with a request for proposal process for a prescription card program.

This item was discussed at the March 2, 2010, and December 7, 2010, City Council Workshops under Council Items of Special Interest.

On November 17, 2009, Councilmember Joyce Clark brought this forward as a Council Item of Special Interest.

**Community Benefit:** The Coast2Coast Rx Card discount program will have a great benefit for residents of Glendale as it will help reduce the cost of prescriptions and other medical services. This will be especially beneficial for those who may either have inadequate insurance or are struggling financially and have difficulty with the cost of their prescriptions.

**Budget Impacts & Costs:** There is no budgetary impact or cost to the City of Glendale for the Coast2Coast Rx Card discount program. For each prescription filled using a Glendale prescription card, the city will receive \$1.25. Once the program is implemented, the city will receive approximately \$3,000 a month in revenues. These funds will be deposited into the General Fund.

**Recommendation:** Authorize the City Manager to enter into a professional services agreement with Financial Marketing Concepts, Inc., and further authorize the City Manager to extend the agreement, at his discretion, in accordance with its terms.

## **PUBLIC HEARING - ORDINANCES**

### **7. ZONING TEXT AMENDMENT - ZTA09-01: (ORDINANCE) (PUBLIC HEARING REQUIRED)**

**Purpose:** This is a request for City Council to conduct a public hearing and adopt an ordinance for Zoning Text Amendment ZTA09-01.

**Council Strategic Goals or Key Objectives Addressed:** The proposed Zoning Text Amendment is consistent with Council's goal of one community with strong neighborhoods by increasing the public notification area requirements for General Plan Amendments, Rezoning, and Conditional Use Permits and with Council's goal of one community with high-quality services for citizens by providing clarity in the Zoning Ordinance.

This request supports Council's goal of one community with a vibrant city center by ensuring exterior color changes on commercial buildings are included in the list of items considered during the design review process, and with Council's goal of one community with quality economic development by permitting monument signs in office districts that are taller and allow more tenant names.

**Background:** The Zoning Text Amendment consists of a number of components that have been discussed with the Planning Commission.

Staff is proposing that the required public notice area be increased from 300 to 500 feet for General Plan Amendments, Rezoning, and Conditional Use Permit applications, which will enhance citizen participation efforts.

Wireless communication continues to gain in popularity. More people use these devices for telephone, e-mail communication, text messaging, and data sharing. This has required wireless providers to expand their networks. Additional wireless facilities are needed to accommodate

greater demand. Staff is proposing to eliminate Conditional Use Permit approval for new monopoles, monopines, and monocactus when cell towers are proposed on sites, which are more than 200 feet from residential zoned property.

To encourage the expansion of visually attractive commercial developments, staff is proposing exterior color changes on commercial buildings be included in the Design Review process for repainting buildings constructed prior to 1983 a new color, which contrasts with existing businesses and the character of the area.

Freestanding monument signs in office districts are proposed to increase the permitted height from five feet to ten feet, and to increase the number of business names on signs from three to nine.

**Previous Council/Staff Actions:** Planning Commission recommended approval of this Zoning Ordinance Text Amendment at their June 2, 2011 regular meeting.

An internal review team with representatives from Building Safety, City Attorney's Office, Code Compliance, Development Services, Economic Development, and Planning discussed changes to the zoning ordinance.

In 2009, staff attended all City Code Review Committee meetings to discuss and provide updates.

**Community Benefit:** The proposed Zoning Ordinance Text Amendment will apply citywide, thus benefiting all areas of the city.

The proposed amendments will contribute to a more attractive city, provide clarity, and enhance customer service, citizen participation efforts, and economic development.

**Public Input:** A Notice of Public Hearing was published in *The Glendale Star* on January 5, 2012, for the January 24, 2012 City Council public hearing. Notification postcards of the public hearing were mailed to citywide interested parties on January 5, 2012. On January 5, 2012, an e-mail notification was sent to all stakeholders who participated in the process.

The Planning Commission held a public hearing on the proposed Zoning Ordinance Text Amendment on June 2, 2011 and took public testimony at that time. There was no opposition from the public.

A Notice of Public Hearing was published in *The Glendale Star* on May 12, 2011, for the June 2, 2011 Planning Commission public hearing. Notification postcards of the public hearing were mailed to citywide interested parties on May 12, 2011. On May 16, 2011, an e-mail notification was sent to all stakeholders who participated in the process.

As part of the Citizen Participation Plan, notification letters were mailed to citywide interested parties on May 14, 2009. The Planning Department did not receive any response regarding the request.

A total of six meetings were held with various stakeholder groups as identified by the Planning Department. Input received was favorable. From those meetings, an e-mail notification list was developed and those on the list were contacted when updates to the text amendment were available for comments.

**Recommendation:** Conduct a public hearing, waive reading beyond the title, and adopt an ordinance for Zoning Text Amendment ZTA09-01 as recommended by Planning Commission.

## ORDINANCES

### 8. QUIT CLAIM DEED: RESTHAVEN PARK CEMETERY

**Purpose:** This is a request for City Council to adopt an ordinance authorizing the City Manager to execute a quit claim deed in favor of SCI Arizona Funeral Services, Inc., to enable expansion of Resthaven Park Cemetery located at 6450 West Northern Avenue.

**Council Strategic Goals or Key Objectives Addressed:** Executing the quit claim deed supports Council's goal of one community with quality economic development and one community with high-quality services for citizens by enabling expansion planning of Resthaven Park Cemetery.

**Background:** The city owns a strip of property that runs along the western edge of the undeveloped northern most portion of the cemetery's land. The strip was given to the city by Resthaven Park Cemetery in 1970 by quit claim deed for the future development of 65<sup>th</sup> Avenue, which was never improved north of Northern Avenue. The parcel has never been used by the city and transferring the parcel back to Resthaven in order to facilitate expansion of the cemetery is appropriate. Transfer by quit claim deed is consistent with the city's ownership interest.

**Recommendation:** Waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute a quit claim deed in favor of SCI Arizona Funeral Services, Inc.

### 9. AD-HOC CITIZEN TASK FORCE ON WATER AND SEWER

**Purpose:** This is a request for City Council to adopt an ordinance establishing an Ad-Hoc Citizen Task Force on water and sewer.

**Council Strategic Goals or Key Objectives Addressed:** This request supports Council's goal of one community with high-quality services for citizens by increasing citizen involvement in local government.

**Background:** At the June 7, 2011 Workshop, as a Council Item of Special Interest, Mayor Scruggs requested a preliminary report on the establishment of a citizen task force which would educate the participants on the operational processes, demands, and rate policies associated with Glendale's water and sewer utility. In a subsequent Council workshop, staff presented the preliminary framework for the establishment of a citizen task force on water and sewer. A

presentation was provided to the Government Services Committee on the process for moving forward.

To assist with this endeavor, staff is requesting Council establish and appoint an advisory committee that would serve as a task force on water and sewer. The task force members shall be Glendale residents and serve without compensation. Each Councilmember may recommend up to 10 citizens for this task force. Each citizen recommendation will be processed through the existing standard protocol for all board and commission members. Current board or commission members will also be allowed to serve on this task force while serving their assigned appointment. The task force will be provided with an educational program/process covering water resources planning, water/wastewater treatment, reclaimed water storage, and other pertinent topics. Through this educational program, the task force would be asked to provide Council with policy-related recommendations for Glendale's water and sewer utility.

**Previous Council/Staff Actions:** On December 20, 2011, Councilmember Clark, as Chair of the Government Services Committee, made a presentation to Council on the proposed citizen task force on water and sewer.

At the September 6, 2011 Workshop, staff presented the preliminary framework for the establishment of a citizen task force on water and sewer and a follow-up presentation was made by staff to the Government Service Committee on November 1, 2011.

At the June 7, 2011 Workshop, a preliminary report on the establishment of a citizen task force on water and sewer was requested.

**Community Benefit:** The Ad-Hoc Citizen Task Force on water and sewer will provide citizens an opportunity to learn the various functions, processes, and considerations required to effectively and efficiently provide water and sewer services to the community.

**Budget Impacts & Costs:** The Water Services Department will incur the cost for a professional outside facilitator. The cost is anticipated to be less than \$50,000 and funding is available in the Water Services FY 2011-12 operating budget.

**Recommendation:** Waive reading beyond the title and adopt an ordinance establishing the Ad-Hoc Citizen Task Force on water and sewer.

## 10. FISCAL YEAR 2010-11 BUDGET AMENDMENTS

**Purpose:** This is a request for City Council to adopt an ordinance approving the FY 2010-11 budget amendments. This action is routinely done after the Comprehensive Annual Financial Report for the prior fiscal year is completed.

**Council Strategic Goals or Key Objectives Addressed:** Review of the FY 2010-11 budget amendments is consistent with Council's goal of one community that is fiscally sound by supporting the city's financial stability.

**Background:** A budget amendment is a transfer of appropriation authority and most amendments are done to reconcile the prior fiscal year's actuals savings with requested carryover. Overall, the City of Glendale's total FY 2010-11 budget appropriation across all funds is unchanged. Council is requested to adopt an ordinance approving the amendments to the prior fiscal year budget as a final action.

Most of the budget amendments are associated with capital projects. During the course of FY 2010-11, capital project carryover was reconciled to actual savings from the prior fiscal year. When departments prepared their FY 2010-11 capital project budgets, they estimated their amount of carryover savings. The Management and Budget Department subsequently reconciled each department's actual savings from the prior fiscal year with their estimated carryover budget for FY 2010-11 and then increased or decreased their budgets accordingly.

**Previous Council/Staff Actions:** This type of action is done after the annual audit for the prior fiscal year is completed. For example, Council approved a similar ordinance for FY 2009-10 on February 22, 2011.

**Budget Impacts & Costs:** Overall, the City of Glendale's total FY 2010-11 budget appropriation across all funds remain unchanged.

**Recommendation:** Waive reading beyond the title and adopt an ordinance approving the FY 2010-11 budget amendments.

## **RESOLUTIONS**

### **11. AGREEMENTS FOR INFRASTRUCTURE IMPROVEMENTS ALONG GRAND AVENUE**

**Purpose:** This is a request for City Council to authorize the City Manager to enter into agreements with the Arizona Department of Transportation (ADOT), Salt River Project (SRP) and Arizona Public Service (APS) for infrastructure improvements along Grand Avenue.

**Council Strategic Goals or Key Objectives Addressed:** This request supports Council's goal of one community with high-quality services for citizens by improving the Grand Avenue transportation corridor within the city.

**Background:** ADOT and Glendale are participating in a joint project to improve traffic flows and enhance the appearance of Grand Avenue. The project includes construction of turn lanes, access control measures, undergrounding utilities, landscape enhancements, upgraded street lighting, and continuous sidewalks. ADOT anticipates construction to begin in the Summer of 2012.

In preparation for construction on Grand Avenue, certain utilities will need to be relocated. The intergovernmental agreement (IGA) with ADOT will provide reimbursements to the city for costs associated with undergrounding existing overhead electric and telecommunication lines, installation of new underground power lines for new street lighting, and city inspection services

for utility relocations. ADOT will reimburse the city for the full costs associated with these electrical utility relocations and inspection services in the estimated amount of \$1,959,913.50. Additionally, this IGA requires the city to cover the cost to relocate water utilities in the amount of \$332,770.

The city will contract with SRP and APS to underground all existing electrical power lines and to install underground electrical service for new street lights along Grand Avenue.

The IGAs with SRP are for an estimated total amount of \$545,305.60, and the agreement with APS is estimated at \$1,236,434. The city will be fully reimbursed for the cost of these agreements per the IGA with ADOT.

**Previous Council/Staff Actions:** On October 9, 2007, Council approved an IGA with ADOT for completion of a Design Concept Report for Grand Avenue between 43<sup>rd</sup> and 71<sup>st</sup> Avenues.

**Community Benefit:** The proposed infrastructure improvements along Grand Avenue will help improve traffic flows, and enhance the appearance of Grand Avenue.

**Public Input:** On June 26, 2008, ADOT held an open house meeting in Glendale for public comments on the Design Concept Report and Environmental Study for Grand Avenue improvements. No comments were received from the public.

Proposed improvements on Grand Avenue have been presented at each of the annual GO Program public meetings since 2003. No comments were received from the public.

**Budget Impacts & Costs:** The IGAs with SRP are for an estimated total amount of \$545,305.60, and the agreement with APS is estimated at \$1,236,434; the city also agrees to pay ADOT \$332,770 to relocate water utilities along Grand Avenue; these costs total \$2,114,509.60. These funds are available in the FY 2011-12 capital improvement plan.

ADOT will reimburse the city for the project costs and any costs beyond the estimated \$1,781,739.60 to underground utilities along Grand Avenue between 43<sup>rd</sup> and 71<sup>st</sup> Avenues and \$178,173.96 for inspection services.

The project will result in new operating costs estimated at \$43,000 beginning in FY 2012-13 associated with maintenance of new landscaping/street lighting and will be covered by the GO Transportation Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$2,114,509.60

**Account Name, Fund, Account and Line Item Number:**

A specific project account will be established in Fund 1650, the city's Transportation Grant Fund, once the agreements are formally executed.

Water Line Replacement, Account No. 2400-61013-55120, \$332,770

**Recommendation:** Make the following motions for infrastructure improvements along Grand Avenue:

1. Waive reading beyond the title and adopt Resolution No. 4538, New Series, authorizing the City Manager to enter into an intergovernmental agreement with the **Arizona Department of Transportation**;
2. Waive reading beyond the title and adopt Resolution No. 4539, New Series, authorizing the City Manager to enter into an intergovernmental agreements with **Salt River Project**; and
3. Authorize the City Manager to enter into an agreement with **Arizona Public Service**.

## **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

### **CITIZEN COMMENTS**

**If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.**

### **COUNCIL COMMENTS AND SUGGESTIONS**

### **ADJOURNMENT**

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).



**MINUTES OF THE  
GLENDALE CITY COUNCIL MEETING  
Council Chambers  
5850 West Glendale Avenue  
January 10, 2012  
7:00 p.m.**

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Councilmember Norma S. Alvarez was absent.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk.

**COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER**

A statement was filed by the City Clerk that the 3 resolutions and 4 ordinances to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

**APPROVAL OF THE MINUTES OF THE DECEMBER 13, 2011 AND DECEMBER 20, 2011 CITY COUNCIL MEETINGS**

**It was moved by Clark, and seconded by Lieberman, to dispense with the reading of the minutes of the December 13, 2011 Regular City Council meeting, as well as the December 20, 2011 Special City Council meeting, as each member of the Council had been provided copies in advance, and approved them as written. The motion carried unanimously.**

**CONSENT AGENDA**

**Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.**

Mr. Ed Beasley, City Manager, read agenda item numbers 1 and 2 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 3 through 5 by number and title.

1. LIQUOR LICENSE NO. 5-3262, ARIZONA PIZZA COMPANY

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Arizona Pizza Company located at 8110 West Union Hills Drive, Suite 3-350. The Arizona Department of Liquor Licenses and Control application (No. 12078921) was submitted by Jennifer Anne Owens.

The location of the establishment is 8110 West Union Hills Drive, Suite 3-350 in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 15,526. Arizona Pizza Company is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
03	Domestic Micro – Brewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	1
12	Restaurant	10
	<b>Total</b>	<b>17</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff’s recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. FUND AUTHORIZATION FOR PARTS REQUIRED FOR REPAIRS AT CHOLLA WATER TREATMENT PLANT

This is a request for City Council to authorize the expenditure of funds to GEA Mechanical Equipment US, Inc., in the amount of \$71,745.87 for repairs at the Cholla Water Treatment Plant.

This request supports Council’s goal of one community with high-quality services for citizens by allowing the city to continue producing high-quality water in the plant’s service area and to stay in continued compliance with state and federal regulations.

The Cholla Water Treatment Plant produces high-quality drinking water through a complex production process. The facility uses two centrifuge units to treat water as part of the process. During scheduled maintenance, plant operators determined that one of the centrifuges had extensive damage to an internal mechanical component and required immediate repairs. Plant operators removed the centrifuge from service and implemented procedures in order to maintain water production at required levels until the repairs could be completed. The component was

shipped to the vendor’s New Jersey facility due to the complexity of the damage. A more complete inspection revealed greater damage than was originally accessed.

GEA Mechanical Equipment US, Inc. is the only authorized dealer of Westfalia parts in the nation. There are no substitutes or other parts that could be used for repairing the damaged equipment. Required documentation was submitted to the Materials Management department to request a sole source procurement, and after careful review, it was approved in accordance with City Code.

Procurement of parts in this manner allows for the uninterrupted operation of the water treatment facility and allowed the city to meet the water demands in the distribution system while remaining in compliance with all applicable standards and requirements.

Funds are available in the FY 2011-12 operating budget of the Water Services Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
		X	X		\$71,745.87

<b><u>Account Name, Fund, Account and Line Item Number:</u></b> Cholla Treatment Plant, Account No. 2400-17260-523400, \$71,745.87
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The recommendation is to authorize the expenditure of funds to GEA Mechanical Equipment US, Inc., in the amount of \$71,745.87 for repairs at the Cholla Water Treatment Plant.

**CONSENT RESOLUTIONS**

**3. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FLOOD CONTROL DISTRICT**

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Flood Control District (MCFCD) to participate in the cost of the construction of drainage improvements at Beardsley Road and 55th Avenue.

This request supports Council’s goal of one community with high-quality services for citizens by providing for the construction of a drainage facility which will alleviate flooding in the surrounding neighborhoods.

The residents in the neighborhood surrounding this site have experienced flooding issues during heavy rainfall. The city, in cooperation with the MCFCD, completed the Storm Water Master Plan in July 2011. The study identified drainage improvements for Beardsley Road and 55<sup>th</sup> Avenue and several other locations. In October 2011, the city was invited to submit proposals to MCFCD for cost sharing of the construction of local drainage improvement projects. The city submitted proposals for three different locations. MCFCD approved the proposed improvement at this location as providing the most drainage benefit for the least cost. The improvements will

construct a valley gutter to drain the water from the east side of 55<sup>th</sup> Avenue west to the 55<sup>th</sup> Avenue channel.

This project was selected from three projects submitted to MCFCD’s Small Projects Assistance Program. The three projects were: 55<sup>th</sup> Ave. & Beardsley Road Drainage Improvements; Murphy Park Amphitheater Drainage Connection; Inlet at 61<sup>st</sup> Avenue and Basin at Sahuaro Ranch Park. MCFCD selected this project through a prioritization process which looked at the degree of flooding (structures flooded, unsafe street flooding, nuisance street flooding, number of flooding events, supporting documentation of flooding, cost and percent share municipality was willing to fund, etc.). In the past, two structures have experienced flood damage at the Beardsley Road and 55<sup>th</sup> Avenue location.

MCFCD only allowed three candidate projects to be submitted. These projects were designated to be “small” projects. Projects with construction costs below \$500,000 are considered to be “small.” The cost of \$60,000 was estimated by Kimley-Horn and Associates in the city’s recent Stormwater Management Plan update. The estimates for the other two projects were \$300,000 for the Murphy Park project and \$10,000 for the Sahuaro Rand Park project (street flooding only).

This project will construct facilities which will drain storm water away from adjoining homes to an existing drainage ditch. This will improve street drainage in the neighborhood surrounding this project during heavy rainfall.

Funds are available in the FY 2011-12 capital improvement plan. Per the IGA, MCFCD will remit a payment to the city in the amount equal to 75% of the cost of construction (\$45,000). The city’s share of the construction costs will be no more than \$15,000. There are no operating costs associated with this project once it is complete.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$60,000

**Account Name, Fund, Account and Line Item Number:**  
 Local Drainage Problems, Account No. 2180-79004-550800, \$60,000

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Flood Control District to participate in the cost of the construction of drainage improvements at Beardsley Road and 55th Avenue.

**Resolution No. 4533 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR THE BEARDSLEY ROAD AND 55<sup>TH</sup> AVENUE DRAINAGE IMPROVEMENT PROJECT.**

#### 4. INTERGOVERNMENTAL AGREEMENTS WITH ADOT FOR INFRASTRUCTURE INSTALLATION ALONG LOOP 303

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into two intergovernmental agreements (IGAs) with the Arizona Department of Transportation (ADOT) for installation of infrastructure as part of the Loop 303 Freeway construction project in the amount of \$231,450.

This request supports Council's goal of one community with high-quality services for citizens by improving and providing transportation options within the city.

The Loop 303 Freeway construction project is scheduled to start in 2012 from Camelback Road to Peoria Avenue within the Glendale metropolitan planning area. To facilitate construction phasing ADOT has separated the project into two IGAs, one for the section of Loop 303 from Camelback Road to Glendale Avenue, and a second for the section from Glendale to Peoria Avenues.

The city has requested certain improvements as part of this freeway project, including:

- Conduit and pull boxes along the north side of Northern Avenue for the City's Intelligent Transportation System (ITS);
- Bridge design enhancements to the abutments, wing walls and barriers on Northern Avenue, Northern Parkway, Olive Avenue, Glendale Avenue, and Bethany Home Road on Loop 303; and
- Design and construction of a water line to supply irrigation water for ADOT landscaping along Loop 303.

As set out in these two IGAs, the city will pay ADOT the total sum of \$231,450 for the estimated costs of the city's requested infrastructure.

The proposed infrastructure on Loop 303 will help reduce traffic congestion, provide irrigation for landscaping, and include bridge design features to enhance regional mobility in the West Valley and attract quality development along Loop 303.

Public Input: On May 6, 2010, ADOT staff presented the proposed widening of Loop 303 and concept drawings for proposed landscaping and bridge design to Citizen's Transportation Oversight Commission (CTOC) for their review and input.

On April 14, 2010 and on April 13, 2011, ADOT staff presented proposed improvements on Loop 303 during the annual GO Program meeting.

On March 5, 2010, ADOT staff provided an overview of future Loop 303 construction projects to the CTOC.

The cost for infrastructure installations along Loop 303 from Camelback Road to Glendale Avenue is \$12,743 for a portion of the bridge enhancements and for the water line installation. For the segment between Glendale to Peoria Avenues, the cost is \$218,707 for ITS, water line installation and bridge enhancements. Funds are available in the FY 2011-12 capital improvement plan. The operating costs associated with this project will be absorbed by the GO Transportation Program.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$231,450

**Account Name, Fund, Account and Line Item Number:**  
 Loop 303 Landscape and Design, Account No. 2210-65090-551200, \$231,450

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into two intergovernmental agreements with the Arizona Department of Transportation for the installation of infrastructure as part of the Loop 303 Freeway construction project in the amount of \$231,450.

**Resolution No. 4534 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF TWO INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ENHANCEMENTS TO LOOP 303.**

Mr. Andrew Marwick, a Phoenix resident, spoke on item 4. He noted that the area under discussion along loop 303 was not currently part of Glendale; however could potentially be annexed by Glendale. He explained that loop 303 was dependent on future development to generate traffic since there was nothing there at the moment and was not clear why Glendale was entering into this agreement and spending these funds. He questioned why ADOT was not paying for it and why Glendale was involved since it does nothing for the city.

**5. AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE BEARDSLEY ROAD CONNECTOR PROJECT**

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into amendment number two to the intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT), the Maricopa Association of Governments (MAG), and the City of Peoria for construction of the Beardsley Road Connector project.

This request supports Council’s goal of one community with high-quality services for citizens by improving and providing transportation options within the city.

The Beardsley Connector Project along Loop 101 was completed on May 7, 2011. There are no Glendale funds in this project, however, Glendale is a party to the original IGA and is required to approve all amendments. Glendale has no project responsibilities other than to grant Peoria a permit for routine maintenance and maintenance of traffic control devices within Glendale’s

jurisdiction along the Loop 101 frontage road from 75<sup>th</sup> Avenue to the Union Hills Drive Traffic Interchange.

An amendment of the approved IGA is required due to changes in maintenance responsibilities from ADOT to the City of Peoria regarding the frontage road between 75<sup>th</sup> Avenue and Union Hills Drive.

On May 11, 2010, Council approved an amendment to the IGA with ADOT, MAG, and the City of Peoria for changes in funding sources and clarification of responsibilities among other parties in the IGA.

On September 23, 2008, Council approved the original IGA with ADOT, MAG, and City of Peoria for the design and construction of the Beardsley Road Connector Project and the widening of the Union Hills Drive Interchange.

The Beardsley Road Connector Project provides access to Loop 101 from the northern portion of Peoria and the Northwest Valley. This project also improves traffic flow and relieves congestion at 83<sup>rd</sup> Avenue and Union Hills Drive, the Union Hills Interchange at Loop 101, and 75<sup>th</sup> Avenue at Loop 101 in Glendale.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into amendment number two to the intergovernmental agreement with the Arizona Department of Transportation, Maricopa Association of Governments, and the City of Peoria for changes in maintenance responsibilities between ADOT and the City of Peoria for the Beardsley Road Connector Project.

**Resolution No. 4535 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT TWO TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THE MARICOPA ASSOCIATION OF GOVERNMENTS, AND THE CITY OF PEORIA FOR THE BEARDSLEY ROAD CONNECTOR PROJECT.**

**It was moved by Frate and seconded by Knaack, to approve the recommended actions on Consent Agenda Item Nos. 1 through 5, including the approval and adoption of Resolution No. 4533 New Series, Resolution No. 4534 New Series, and Resolution No. 4535 New Series; and to forward Liquor License Application No. 5-3262 for Arizona Pizza Company to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.**

Mayor Scruggs referred to Mr. Marwick comment. She knew he only lives here part of the year but the loop 303 was voted upon by the voters of Maricopa County in 1985, was not built as we had expected and was re-authorized in the transportation election by the voters of Maricopa County in 2004. It is part of a regional transportation system and people in the west valley are

really pretty happy to finally be getting a transportation corridor so that their area can also prosper with business and industry as the east valley has done.

**BIDS AND CONTRACTS**

6. AWARD OF BID FOR OCOTILLO ROAD MANHOLE REHABILITATION

Craig Johnson, P.E., Executive Director, Water Services, presented this item.

This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with Southwest Environmental Testing, Inc. in an amount not to exceed \$103,965 for the rehabilitation of nine sewer manholes in Ocotillo Road from 58<sup>th</sup> Avenue to 63<sup>rd</sup> Avenue.

This project will support Council’s goal of one community with high-quality services for citizens by maintaining the operational reliability of the city’s wastewater collection system.

The city has identified various sewer manholes in its wastewater collection system in need of rehabilitation. These improvements will ensure the continued operation of the collection system and decrease maintenance issues within the system.

An Invitation to Bid was issued for construction of the project and two bids were received. Southwest Environmental Testing, Inc. submitted the lowest responsive and qualified bid. Construction is scheduled to begin in late January and completion is anticipated by mid-February. During this construction period, the only anticipated impact to the neighborhood will be minor traffic restrictions.

This project will benefit the community by maintaining the integrity of the sanitary sewer system and minimizing potential service interruptions.

Funding is available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$103,965

**Account Name, Fund, Account and Line Item Number:**  
 Citywide Manhole Rehab, Account No. 2420-63024-550800, \$103,965

The recommendation is to award the bid and authorize the City Manager to enter into a construction agreement with Southwest Environmental Testing, Inc. in an amount not to exceed \$103,965 for the construction of the Ocotillo Road Manhole Rehabilitation project.

Councilmember Clark asked if this was part of a larger work plan to deal with the rehabilitation of the waste water structure or are these repaired as needed. Mr. Craig Johnson, P.E., Executive

Director, Water Services, stated this was part of their overall plan. He added they do a systematic inspection of all their manholes and these were the ones that needed to be fixed at this time.

Vice Mayor Frate wondered what would happen if these manholes were not repaired. Mr. Johnson explained that if they do not keep a close eye on the manholes, they will deteriorate and eat away at the structure which could cause sewer backups in the community.

**It was moved by Frate, and seconded by Martinez, to award the bid and authorize the City Manager to enter into a construction agreement with Southwest Environmental Testing, Inc. in an amount not to exceed \$103,965 for the construction of the Ocotillo Road Manhole Rehabilitation project. The motion carried unanimously.**

#### 7. SOFTWARE MAINTENANCE AGREEMENT FOR WATER SERVICES DEPARTMENT

Craig Johnson, P.E., Executive Director, Water Services, presented this item.

This is a request for City Council to authorize the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in an amount not to exceed \$58,227.14 for the Supervisory Control and Data Acquisition (SCADA) systems at all of the city's water and wastewater treatment plants.

This request supports Council's goal of one community with high-quality services for citizens by ensuring continued performance through SCADA for the water delivery and wastewater collection systems.

The City of Glendale's SCADA system allows plant operators to monitor and control water and wastewater treatment plant processes efficiently and effectively. GE Fanuc Intelligent Platforms, Inc. is the author and copyright holder of this SCADA software and the sole provider of the software maintenance and support services. The Water Services Department has contracted for the software maintenance with GE Fanuc for over five years. The agreement term shall be for one year and is not to exceed \$58,227.14.

On December 3, 2010, the City Manager renewed the software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in the amount of \$57,781.01 for the SCADA systems at all of the city's water and wastewater treatment plants.

On February 23, 2010, Council authorized the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in the amount of \$54,586.87 for the SCADA systems at all of the city's water and wastewater treatment plants.

The SCADA system ensures system integrity and security to aid staff in the production and delivery of high-quality water services to residents and businesses in Glendale.

Funds are available in the FY 2011-12 operating budget of the Water Services Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$58,227.14

**Account Name, Fund, Account and Line Item Number:**  
 Water Services Information Management, Account No. 2360-17120-526800, \$58,227.14

The recommendation is to authorize the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in an amount not to exceed \$58,227.14 for the Supervisory Control and Data Acquisition systems.

**It was moved by Clark, and seconded by Martinez, to authorize the City Manager to enter into a software agreement with GE Fanuc Intelligent Platforms, Inc. in an amount not to exceed \$58,227.14 for the Supervisory Control and Data Acquisition systems. The motion carried unanimously.**

**8. APPROVAL OF A PURCHASE OF AUTHENTICATION SECURITY SOFTWARE**

Steve Conrad, Police Chief, presented this item.

This is a request for City Council to approve a purchase from Insight Public Sector, Inc. in the amount of \$51,538.84 for two-factor authentication security software equipment.

This request supports Council’s goal of one community committed to public safety by allowing the Police Department to maintain access to state and nationwide criminal justice information systems.

Two-factor authentication equipment is mandatory for the Police Department to maintain their access to the Arizona Criminal Justice Information System (ACJIS). Two-factor authentication equipment assists by ensuring that the person requesting access to the ACJIS system is an authorized user. In order to continue their use of ACJIS, the Police Department must purchase this equipment. The Insight Public Sector quote is based on pricing from the U.S. Communities Government Purchasing Alliance Cooperative Agreement joined by the City of Glendale with Council approval on March 28, 2006.

Funding is available in the FY 2011-12 RICO funds for the purchase of two-factor authentication security software equipment.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$51,538.84

**Account Name, Fund, Account and Line Item Number:**  
 RICO, Account No. 1860-32030-551200, \$51,538.84

The recommendation is to approve a purchase from Insight Public Sector, Inc. in the amount of \$51,538.84 for two-factor authentication security software equipment.

Councilmember Clark inquired if the two-factor authentication equipment meant that the user had to go through two separate steps to log into the system or did it mean for two people. Steve Conrad, Police Chief, explained that it was a two-step process. The user will be required to enter their user name, their system ID, and then a second ID or password.

**It was moved by Martinez, and seconded by Knaack, to approve a purchase from Insight Public Sector, Inc. in the amount of \$51,538.84 for two-factor authentication security software equipment. The motion carried unanimously.**

## **ORDINANCES**

### **9. INTER TECHNOLOGIES, INC. LEASE AGREEMENT**

Dave McAlindin, Assistant Economic Development Director, presented this item.

This is a request for City Council to adopt an ordinance authorizing the City Manager to enter into a lease agreement with Inter Technologies, Inc. for the property located at 5754 West Glenn Drive, the former Bead Museum.

This request supports Council's goal of one community with a vibrant city center by bringing a new paying tenant to the city-owned former Bead Museum building located in the Centerline District. The new tenant will attract visitors to the downtown, supporting local business, while further enhancing Centerline as a destination by bringing a new mix of live music and performance opportunities to downtown Glendale.

At the May 17, 2011 City Council Workshop, staff provided a Centerline project update. During that presentation, Council directed city staff to actively seek a tenant for the former Bead Museum site that would help support and grow the arts in downtown Glendale.

Inter Technologies, Inc. is a national company providing audio/video technology services to both private and public entities, including the Department of the Navy, Air Force, as well as a host of universities throughout the country. They also recently completed work at Luke Air Force Base. Inter Technologies, Inc. has more than 50 employees nationwide, has been in business since 2000 and is ranked by Inc. Magazine as one of the fastest growing women-owned businesses in the country. Inter Technologies, Inc. is the parent company of Jivemind, an organization specifically focused on promoting and growing the music community in the valley by working to bring musicians and opportunities together. Inter Technologies, Inc. will be the party signing this lease and will also be operating a small office out of this location.

Jivemind was previously located at 800 North 1<sup>st</sup> Avenue near downtown Phoenix before they outgrew that space. Jivemind is now seeking a new, larger location where they will be better able to partner with the local community and provide an atmosphere where musicians of all ages can enhance their musical abilities and develop a passion and appreciation for all styles of music

and culture. Further, Jivemind's mission for their Glendale headquarters is to create an environment that will provide existing musicians with a place to practice, obtain lessons and record music. Jivemind will also work to bring music to underprivileged youth by providing both instruments and lessons for free or at a discounted rate.

Jivemind and its parent company, Inter Technologies, Inc. will enter into a one-year lease agreement with the city, with a five-year annual renewal option. Additionally, Jivemind will at its sole cost, pay for all tenant improvements planned for the city-owned building, estimated at no more than \$20,000. Jivemind will be installing soundproof training and practice rooms, along with a recording studio to enable them to service multiple musicians simultaneously. They will also be installing additional soundproofing in the showroom to allow for acoustically significant live music performances.

As part of the lease agreement, Jivemind will also be providing 38 new downtown events each calendar year. These events will be music, art, and culturally oriented bringing new visitors to downtown Glendale and patrons to our local businesses. Jivemind will partner with youth groups and local schools to provide musical services that will directly benefit the community. Inter Technologies, Inc. will staff an office at this location bringing a new technology oriented business to Glendale.

This one-year lease agreement with a five-year annual renewal option will generate \$17,500 annually in lease revenue to the city. Lease revenue from this agreement will be deposited into the General Fund.

The recommendation is to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a lease agreement with Inter Technologies, Inc. for the term of one year; and further authorizing the City Manager to extend the lease, at his discretion, in accordance with its terms.

Councilmember Clark inquired as to the hours of operation for this tenant. Mr. Dave McAlindin, Assistant Economic Development Director, stated the hours of operation were still being negotiated. Councilmember Clark asked if there might be evening hours available. Mr. McAlindin replied he believes they were working on both evening and day hours.

Councilmember Lieberman stated he was delighted with this venture. He was pleased they will present 38 events in the downtown area which will support the restaurant and merchant community as well as attract many visitors and patrons.

Vice Mayor Frate added he was also very excited this was coming to the downtown area. He indicated he was pleased with the idea of having a recording studio and having young people being mentored by other musicians was very exciting. He also liked the part that they will be reaching out to local schools and businesses. He thanked staff for being able to put this together.

Councilmember Knaack stated this was a really good news item, especially for Centerline. She wanted to highly praise the Economic Development Department for their work on this item. She added this was greatly needed in the downtown area.

Mayor Scruggs said in addition to thanking Mr. McAlindin and the department for doing such a creative job – and asked if there were any representatives from Jivemind or Inter Technologies in the audience this evening.

Mr. McAlindin responded yes.

Mayor Scruggs said the City Council just wants to say welcome and we are excited that Jivemind is coming as you can tell from hearing all of the Councilmember’s comments. What a great addition this is going to be to our downtown and we are looking forward to it starting up – pretty quickly, isn’t it? They are going to open up in a few months? Yes? Thank you.

**Ordinance No. 2793 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY MANAGER AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH INTER TECHNOLOGIES, INC. FOR THE BUILDING LOCATED AT 5754 WEST GLENN DRIVE, GLENDALE, ARIZONA; AND ORDERING THAT THE LEASE AGREEMENT BE RECORDED.**

**It was moved by Knaack, and seconded by Lieberman, to approve Ordinance No. 2793 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting “nay”: none.**

**10. ARIZONA PUBLIC SERVICE COMPANY EASEMENT AT GLEN HARBOR BOULEVARD, SOUTH OF GLENDALE AVENUE**

Greg Rodzenko, P.E., Acting City Engineer, presented this item.

This is a request for City Council to adopt an ordinance granting an easement in favor of Arizona Public Service Company (APS) for underground electrical lines along Glen Harbor Boulevard, south of Glendale Avenue.

This request supports Council’s goal of one community with quality economic development by enabling APS’ continued service to Western Maricopa Education Center (WestMEC) while protecting its existing service line to the Glendale Municipal Airport.

This easement will allow APS to operate and maintain a new electrical line providing service to the WestMEC campus, as well as existing electrical lines providing service to other buildings on the airport property, along Glen Harbor Boulevard.

The recommendation is to waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute an easement in favor of Arizona Public Service Company for underground electrical lines along Glen Harbor Boulevard, south of Glendale Avenue.

**Ordinance No. 2794 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY ALONG GLEN HARBOR BOULEVARD, SOUTH OF GLENDALE AVENUE IN GLENDALE, ARIZONA; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.**

**It was moved by Clark, and seconded by Lieberman, to approve Ordinance No. 2794 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting “nay”: none.**

**11. AUTHORIZATION TO REFUND/RESTRUCTURE MUNICIPAL PROPERTY CORPORATION EXCISE TAX REVENUE BONDS**

Diane Goke, Finance Director, presented this item.

This is a request for City Council to adopt an ordinance authorizing the refunding/restructuring of a portion of the maturities of the Municipal Property Corporation (MPC) 2003, 2004, and 2006 excise tax revenue bonds and authorizes the issuance of the bonds in an amount not to exceed \$70 million. This action will not materially increase the city’s overall amount of MPC debt.

This request is consistent with Council’s goal of one community that is fiscally sound by allowing the city to take advantage of savings offered in the bond market which will lower debt service payments related to the specified MPC excise tax revenue bonds.

The city can issue MPC bonds to fund large projects and amenities for the community. This type of debt is typically repaid with excise tax revenue which is also the main source of revenue for the city’s General Fund. Due to the sluggish economy and the constraints it has created for the operating budget, staff has been exploring refinancing options for the city’s MPC debt in an effort to reduce debt service payments made from the operating budget and result in overall savings in debt service payments.

Refunding/restructuring a portion of the 2003, 2004, and 2006 excise tax revenue bonds will result in an approximate \$5 million reduction in debt service payments made annually from the General Fund over the next three years and will have a net present value savings of approximately \$90,000 over the life of the bonds. This action will not materially increase the city’s overall amount of MPC debt.

At the January 3, 2012 Council Workshop, staff presented this item to Council and Council directed that this MPC refunding option be brought to an evening meeting.

Refunding/restructuring the referenced MPC bonds will result in an annual savings to the General Fund in the amount of approximately \$5 million dollars over the first three years thus reducing the debt payments made from the city’s operating budget.

The recommendation is to waive reading beyond the title and adopt an ordinance authorizing the refunding/restructuring of the MPC excise tax revenue bonds and authorize the issuance of the bonds in an amount not to exceed \$70,000,000.

Councilmember Lieberman asked what the interest rates will be on the \$70 million worth of bonds. Diane Goke, Finance Director, noted that as of today, they were between 2.5 and 3.0 percent. Councilmember Lieberman asked what companies will be used to sell these bonds. Ms. Goke stated the underwriter will be Robert W. Baird and Company. She explained that the current interest rate on these bonds was between 2 ½ and 5 percent. These were the 2003 and 2006 bonds. Councilmember Lieberman asked what was done with the funding from these two bonds. Ms. Goke noted it was primarily for Cabela's infrastructure and for the Regional Public Training Facility. Councilmember Lieberman requested a list of who would eventually buy the bonds and in what quantities. Ms. Goke explained that Robert W. Baird and Company will be the underwriter; however, the bonds will eventually go on the open market. Therefore, it was impossible to get a list of all the people who bought them. Mr. Art Lynch explained how the selling and buying bond market worked.

Mayor Scruggs said Mr. Thruston has asked to speak on this item and asked him to come forward.

Arthur Thruston, a Cactus resident, commented on his business endeavors, some of which were prosperous and some not prosperous. He noted that debt restructuring in business was refinancing. He read from an article in the Glendale News referencing refinancing and restructuring in Glendale and how it was not working to the city's benefit since you end up paying more at the end. He also discussed how the Council was in favor of selling city assets as a possible revenue generator for the city. He quoted the Mayor saying that she has asked for a list of city assets and never received it.

Mayor Scruggs said before we move forward, Mr. Thruston brought to her attention explanations that were given when Council talked about this last Tuesday – that she would like Ms. Goke to repeat if they are accurate. She asked Ms. Goke if, specifically, the amount of the debt will increase at all by this action.

Ms. Goke stated that as was explained last week; the total amount of the debt is not going to increase materially; however, they will obviously have some closing costs associated with it.

Mayor Scruggs said so when Mr. Thruston brings up the aspect – of paying more at the end- that the payment gets larger later, she understood it doesn't change the amount of the debt, it changes the way in which it is paid. Would that be an accurate statement?

Ms. Goke replied yes.

Mayor Scruggs said then what staff did was to do a present value analysis based on the best information they have – of course staff doesn't know the exact rates and the exact closing costs until the end. But what Ms. Goke told us was that this came out \$90,000 to the good for the city,

it might be \$85,000 or \$97,000 whatever, but that the debt did not increase in any way – the way in which the city pays it will be different. So there will be cash freed up in the early years and there will be a slight overall benefit to the city by doing this. Am I stating this correctly?

Ms. Goke stated she was correct.

Mayor Scruggs said she thought it's important and the – Ms. Goke said it very well last week, and she thinks it's good for the viewers to hear it again.

Councilmember Lieberman asked if they already had a list of what the city was paying off when they receive this money. Ms. Goke explained that as mentioned earlier, they will be paying off a portion of the maturities of the 2003 and 2006 MPC bonds. She added that when the deal was complete it will be public record.

**Ordinance No. 2795 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, (1) AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AND A TENTH SUPPLEMENT TO THE SERIES 1999 LEASE AGREEMENT WITH THE CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION RELATING TO THE FINANCING OF A CONVENTION CENTER, MEDIA CENTER, PARKING FACILITIES AND OTHER PUBLIC INFRASTRUCTURE; (2) PLEDGING CERTAIN EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY; (3) APPROVING THE FORM OF AND REQUESTING THE EXECUTION AND DELIVERY BY CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION OF A GROUND LEASE, A SERIES 2012 TENTH SUPPLEMENTAL TRUST INDENTURE IN ONE OR MORE SERIES OF BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$70,000,000, SUCH TENTH SUPPLEMENT TO LEASE AGREEMENT, A DEPOSITORY TRUST AGREEMENT AND A PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF SUCH BONDS; (4) DELEGATING TO THE CITY MANAGER OR THE FINANCE DIRECTOR OF THE CITY THE AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND OTHER MATTERS WITH RESPECT TO SUCH BONDS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AND (6) DECLARING AN EMERGENCY**

**It was moved by Frate, and seconded by Knaack, to approve Ordinance No. 2795 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting “nay”: none.**

**12. AUTHORIZATION TO REFUND/RESTRUCTURE WATER AND SEWER REVENUE OBLIGATIONS**

Diane Goke, Finance Director, presented this item.

This is a request for City Council to adopt an ordinance authorizing the refunding/restructuring of a portion of the maturities of the 2003 and 2006 Water and Sewer Revenue Obligations and authorizing the issuance of the obligations in an amount not to exceed \$99 million. This action will not materially increase the city's overall amount of Water and Sewer debt.

This request is consistent with Council's goal of one community that is fiscally sound by allowing the city to take advantage of savings offered in the bond market that will lower debt service payments related to the specified Water and Sewer Revenue debt.

The city can issue Water and Sewer Revenue Obligations to fund essential infrastructure for the Water and Sewer system. This type of debt is typically repaid with user fees directly related to providing water and sewer services to system users. Due to the sluggish economy and the constraints it has created for the fund, staff has been exploring refinancing options for the city's Water and Sewer debt in an effort to reduce debt service payments made from the Water and Sewer budget and result in overall savings in debt service payments.

Refunding/restructuring a portion of the 2003 and 2006 Water and Sewer Revenue Obligations will result in an approximate \$2.5 million reduction in debt service payments made annually from the Water and Sewer Fund over the next three years and will result in no rate increases in the next fiscal year. This action will not materially increase the city's overall amount of Water and Sewer debt.

As part of this transaction, the city will repay the Water Infrastructure Financing Authority (WIFA) loans.

At the January 3, 2012 Council Workshop, staff presented this item to Council and Council directed that this Water and Sewer refunding/restructuring option be brought to an evening meeting.

Refunding/restructuring the referenced Water and Sewer Revenue Obligations will result in an annual savings to the Water and Sewer fund of approximately \$2.5 million dollars per fiscal year over the first three years thus resulting in no rate increase for the next fiscal year.

The recommendation is to waive reading beyond the title and adopt an ordinance authorizing the refunding/restructuring of the Water and Sewer Revenue Obligations and authorize the issuance of the obligations in an amount not to exceed \$99,000,000.

Councilmember Lieberman asked if the same company will be handling the sale of this item. Diane Goke, Finance Director, stated he was correct. Councilmember Lieberman inquired if the \$25 million borrowed was ever paid back. Ms. Goke explained that amount was borrowed from the enterprise fund and the majority came out of the land-fill fund. She noted the payments for that amount were being paid back from the general fund over the next 20 years. Councilmember Lieberman asked what were the interest and payments. Ms. Goke stated it was approximately 3% and the payments were \$1 million a year. Mr. Horatio Skeete, Assistant City Manager, stated the schedule for that payment was included in the city's financial statements and has been

published. He will be happy to make that report available to them and it will answer many of their questions.

Mayor Scruggs asked Mr. Skeete to send a copy of that to everybody. When did that start up? That transfer? Did the city have it in this year's budget? That transfer from the general fund?

Mr. Skeete stated that schedule was just established this year. Therefore, the next payment will be coming up in the next budget year.

Councilmember Lieberman asked where he should expect to see it in the next budget book when discussing this matter in a couple of months. Mr. Skeete explained it would be part of the transfers and debt service payments that will be included in staff presentation.

Councilmember Clark remarked that she believes the \$25 million from the enterprise fund was discussed during their last budget cycle. Mr. Skeete stated she was correct. The second payment to the National Hockey League was budgeted in this year's budget. However, the payments for the original \$25 million loan were not.

Mayor Scruggs said she thought that she'd heard an answer to a question that was different – she thought Councilmember Clark asked - did Council and staff discuss that the city was going to set up an additional million dollar transfer each year out of the general fund at our last budget session in March of 2011? Mayor Scruggs said she believes she heard Mr. Skeete answer that Council and staff discussed having a second payment of \$25 million to the National Hockey League but that this repayment of a million whatever came out of the general fund, is something new. Can you clarify? What did we discuss last March?

Mr. Skeete explained that the discussion last March was to incorporate the \$25 million management fee into the operating budget of this fiscal year. However, the repayment structure for the original \$25 million of the year before was not done. He restated that the schedule was just established this year. Therefore, the next payment will be incorporated into this year's budget.

Mayor Scruggs said so we did not discuss it in March of 2011 that the city was going to transfer \$1 million something dollars every year for 20 years into this sanitation contingency fund?

Mr. Skeete replied no. Staff recently acknowledged that this needed to be done and have just come up with the plan and will now be included in the budget coming forward for this year.

Mayor Scruggs said so when we have the budget workshops for 2012/2013 budget, Council will see a new transfer of \$1 million something dollars.

Mr. Skeete explained it was to cover the debt for the first \$25 million dollars that was borrowed from the enterprise fund.

Mayor Scruggs said but Council did not have this discussion while you were gone last week at our workshop on this item. And it actually came out of Councilmember Lieberman's questions

today. So, she just wants to clarify, it's the first time Council is hearing about this new plan, this new repayment plan.

Mayor Scruggs called Mr. Thruston forward to make his comments.

Arthur Thruston, a Cactus resident, commented on the \$25 million dollars used for the National Hockey League. He wondered how the city would be able to pay off a \$25 million dollar debt at a million dollars a year for 20 years. He remarked on the city's assurance that they would eventually receive all this money back. He noted they will not be able to do it. As far as city assets, he was prepared to offer \$5,000 for the Glendale City Council as an asset of the city with the knowledge that he will also give out a prize of \$50,000 for the Council. He will offer also to have a performance bond. He stated this was real and was making an offer tonight for their acceptance.

**Ordinance No. 2796 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT, A SUPPLEMENT TO THE TRUST AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT, A DEPOSITORY TRUST AGREEMENT AND, IF REQUIRED, AN OBLIGATION PURCHASE CONTRACT; APPROVING A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE ISSUANCE AND SALE OF NOT TO EXCEED \$99,000,000 SENIOR LIEN WATER AND SEWER REVENUE REFUNDING OBLIGATIONS, SERIES 2012, WHICH MAY BE IN ONE OR MORE SERIES, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN THE PURCHASE AGREEMENT; DELEGATING THE DETERMINATION OF CERTAIN PROVISIONS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS ORDINANCE; AND DECLARING AN EMERGENCY.**

It was moved by Martinez, and seconded by Knaack, to approve Ordinance No. 2796 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": none.

#### **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

It was moved by Frate, and seconded by Martinez, to hold a City Council Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, January 17, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

#### **MOTION TO EXCUSE COUNCILMEMBER ALVAREZ**

It was moved by Frate, and seconded by Lieberman, to excuse Councilmember Alvarez from tonight's Council meeting. The motion carried unanimously.

## **CITIZEN COMMENTS**

Andrew Marwick, a Phoenix resident, commented on the freeway and highway issues concerning Glendale. He reiterated his concern with the city spending money on loop 303 when it does not benefit the city.

Arthur Thruston, a Cactus resident, apologized for his rude response tonight when Vice Mayor Frate tried to correct his mis-reporting. He would also like to apologize to Councilmember Alvarez for former Councilmember Goulet's discourteous remarks in the Glendale Star. He remarked about and read from an article on the Fiesta Bowl and how successful it was for the valley. He noted that the article did not mention Glendale as benefiting from this event. He would like to know how much money Glendale made from the Fiesta Bowl.

## **COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Lieberman stated that the \$169 million that was approved in the sale of bonds are for three years. The interest will generate approximately \$15 million or \$5 million a year. He noted he still has some concerns of what happens after the three years were up. He hopes the interest was not higher in three years and the city will come out ahead. He reminded everyone of the Glendale Glitters and Glow event this weekend. He stated he was proud to be a resident of Glendale and expects to meet and see everyone at this fabulous event.

Vice Mayor Frate commended the Facilities Management of Glendale for the upgraded lighting done at the city hall parking garage. This upgrade was paid for by stimulus money from the federal government. He reported that the Glendale Airport restaurant was now open for business. He also mentioned a new business opening its doors on Bell Road called Sun City RV. He invited everyone to his discussion meeting being held at 5:30 p.m. at Arrowhead Towne Center on February 15<sup>th</sup>. He also reminded everyone to watch children around water.

Mayor Scruggs said Mr. Marwick obviously knows quite a bit about engineering, transportation and so forth. And she would just like to encourage him to visit the website for the Maricopa Association of Governments, find out when the Transportation Planning Commission meetings are and also the Regional Council meetings and also the State's Transportation Board meetings because he was asking Council to stop a project that has been voted on by all of these other entities in trying to build a Regional Transportation System. So, if he wants to get in the front end of projects that he disagrees with, that's where he needs to start. Thank you all for your attendance this evening, the meeting is adjourned.

## **ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:29 p.m.

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Pamela Hanna - City Clerk



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Councilmember Joyce Clark

SUBJECT: **BOARDS, COMMISSIONS AND OTHER BODIES**

### *Purpose*

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

#### Citizens Bicycle Advisory Committee

Gail Hildebrant	Cholla	Appointment	02/12/2012	02/12/2014
J. Michael Wood	Barrel	Reappointment	02/12/2012	02/12/2014

#### Glendale Municipal Property Corporation

Leland Peterson – Chair	Cactus	Reappointment	01/24/2012	12/01/2012
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#### Personnel Board

Anthony Passalacqua	Cholla	Appointment	02/12/2012	02/12/2014
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### *Recommendation*

Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

Ed Beasley  
City Manager



# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-4682, WINCO FOODS #109**

### *Purpose*

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This is a request for City Council to approve a person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for WinCo Foods #109 located at 5850 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 09070122) was submitted by Nicholas Carl Guttilla.

### *Background*

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The location of the establishment is 5850 West Bell Road in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,577. This series 9 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	7
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	21
	<b>Total</b>	<b>38</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

### *Public Input*

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No public protests were received during the 20-day posting period.

## *Recommendation*

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Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

  
Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012  
TO: Ed Beasley, City Manager  
FROM: Susan Matousek, Revenue Administrator  
SUBJECT: LIQUOR LICENSE NO. 5-4682, WINCO FOODS #109

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1. Finance Department Memorandum
2. Liquor License Map



Finance Department  
**Memorandum**

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DATE: January 24, 2012  
TO: Ed Beasley, City Manager  
FROM: Susan Matousek, Revenue Administrator  
SUBJECT: **LIQUOR LICENSE NO. 5-4682, WINCO FOODS #109**

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**REQUEST:** Person-to-Person, Location-to-Location Transferable

**LICENSE:** Series 9 (Liquor Store - All Liquor)

**LOCATION:** 5850 West Bell Road

**DISTRICT:** Sahuaro

**ZONED:** C-2 (General Commercial)

**APPLICANT:** Nicholas Carl Guttilla

**OWNER:** WinCo Foods, LLC

**DETAILS OF REQUEST:**

1. The population density is 12,577 persons within a one-mile radius.
2. The nearest outer wall of this business is located approximately 179 feet from Challenge Charter School, however, staff received written confirmation from the Arizona Department of Liquor Licenses and Control regarding an agreement they reached on this issue with the applicant and his attorney. The applicant has agreed to construct a wall inside the building, which would divide the "licensed" premises from an unlicensed storage area. The applicant has agreed to never store spirituous liquor in the unlicensed storage area. Based on the agreement, the "licensed" premise is beyond 300 feet of the school and technically in compliance with the law.
3. This series 9 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.
4. WinCo Foods #109 has an estimated opening date of April 22, 2012.

**CITIZEN PARTICIPATION TO DATE:**

No protests were received during the 20-day posting period, December 7 through December 27, 2011.

**REVIEW/ANALYSIS:**

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person, location-to-location transferable series 9 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**PLANNING DEPARTMENT:** Approved the application with no comments.

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the application with no comments.

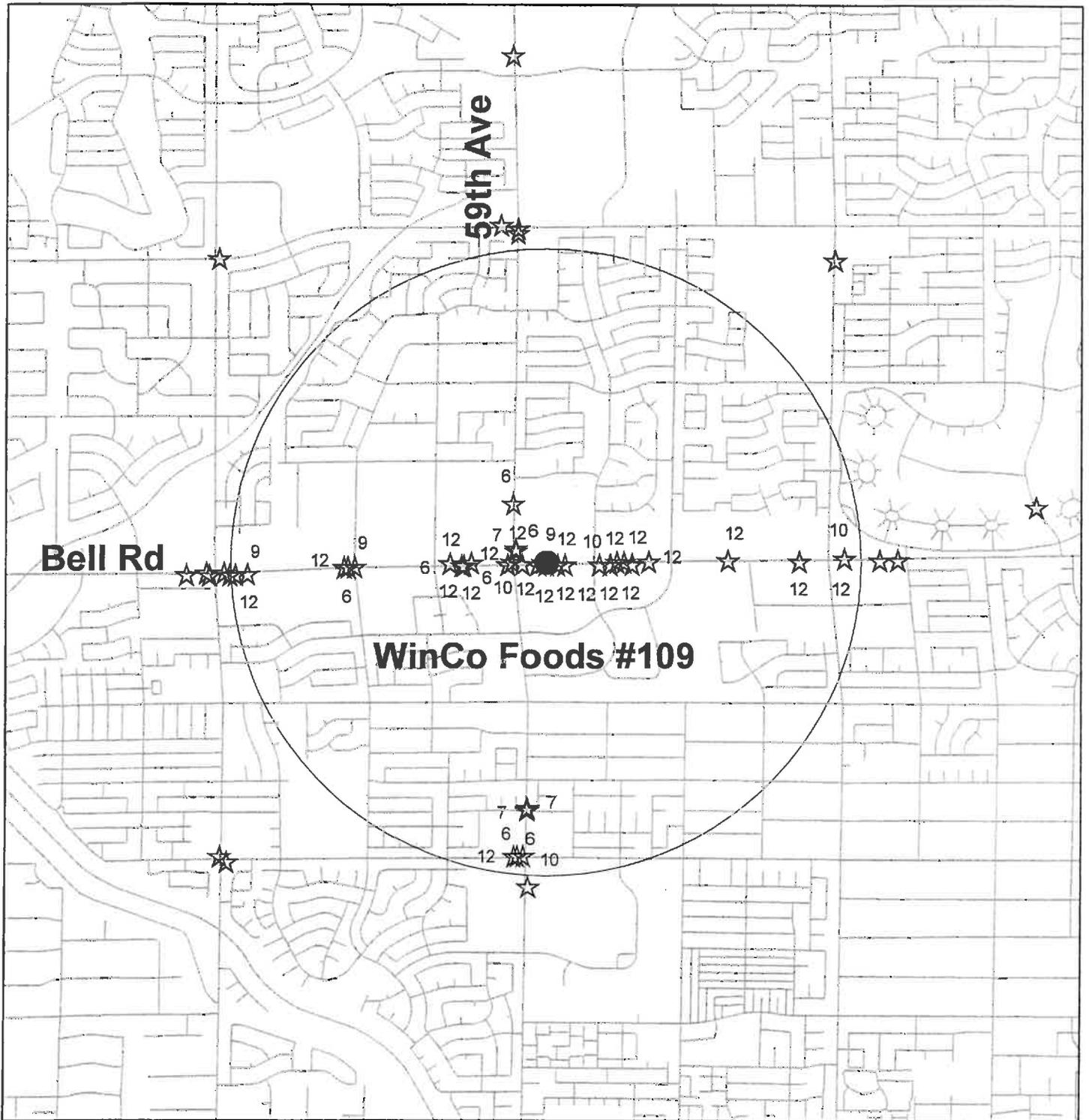
**STAFF RECOMMENDATION:**

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

**REVIEWED BY:**

  
\_\_\_\_\_  
Revenue Administrator

  
\_\_\_\_\_  
Executive Director-Financial Services



**BUSINESS NAME:** WinCo Foods #109

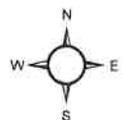
**LOCATION:** 5850 W. Bell Road

**ZONING:** C-2

**APPLICANT:** Nicholas Carl Guttilla

**APPLICATION NO:** 5-4682

**SALES TAX AND LICENSE DIVISION  
CITY OF GLENDALE, AZ**





CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-4713, CLEOPATRA**

### *Purpose*

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This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Cleopatra located at 5686 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 12078950) was submitted by Antone Faye Youssef.

### *Background*

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The location of the establishment is 5686 West Bell Road in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,101. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	8
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	20
	<b>Total</b>	<b>38</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

### *Public Input*

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No public protests were received during the 20-day posting period.

*Recommendation*

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

  
Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012  
TO: Ed Beasley, City Manager  
FROM: Susan Matousek, Revenue Administrator  
SUBJECT: LIQUOR LICENSE NO. 5-4713, CLEOPATRA

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1. Finance Department Memorandum
2. Liquor License Map



Finance Department  
**Memorandum**

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DATE: January 24, 2012  
TO: Ed Beasley, City Manager  
FROM: Susan Matousek, Revenue Administrator  
SUBJECT: **LIQUOR LICENSE NO. 5-4713, CLEOPATRA**

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**REQUEST:** New, Non-Transferable  
**LICENSE:** Series 12 (Restaurant)  
**LOCATION:** 5686 West Bell Road  
**DISTRICT:** Sahuaro  
**ZONED:** C-2 (General Commercial)  
**APPLICANT:** Antone Faye Youssef  
**OWNER:** Cleopatra Restaurant, Inc.

**DETAILS OF REQUEST:**

1. The population density is 12,101 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.
4. Cleopatra has an estimated opening date of February 1, 2012.

**CITIZEN PARTICIPATION TO DATE:**

No protests were received during the 20-day posting period, December 12 through January 1, 2012.

**REVIEW/ANALYSIS:**

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a new, non-transferable series 12 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**PLANNING DEPARTMENT:** Approved the application with no comments.

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the application with no comments.

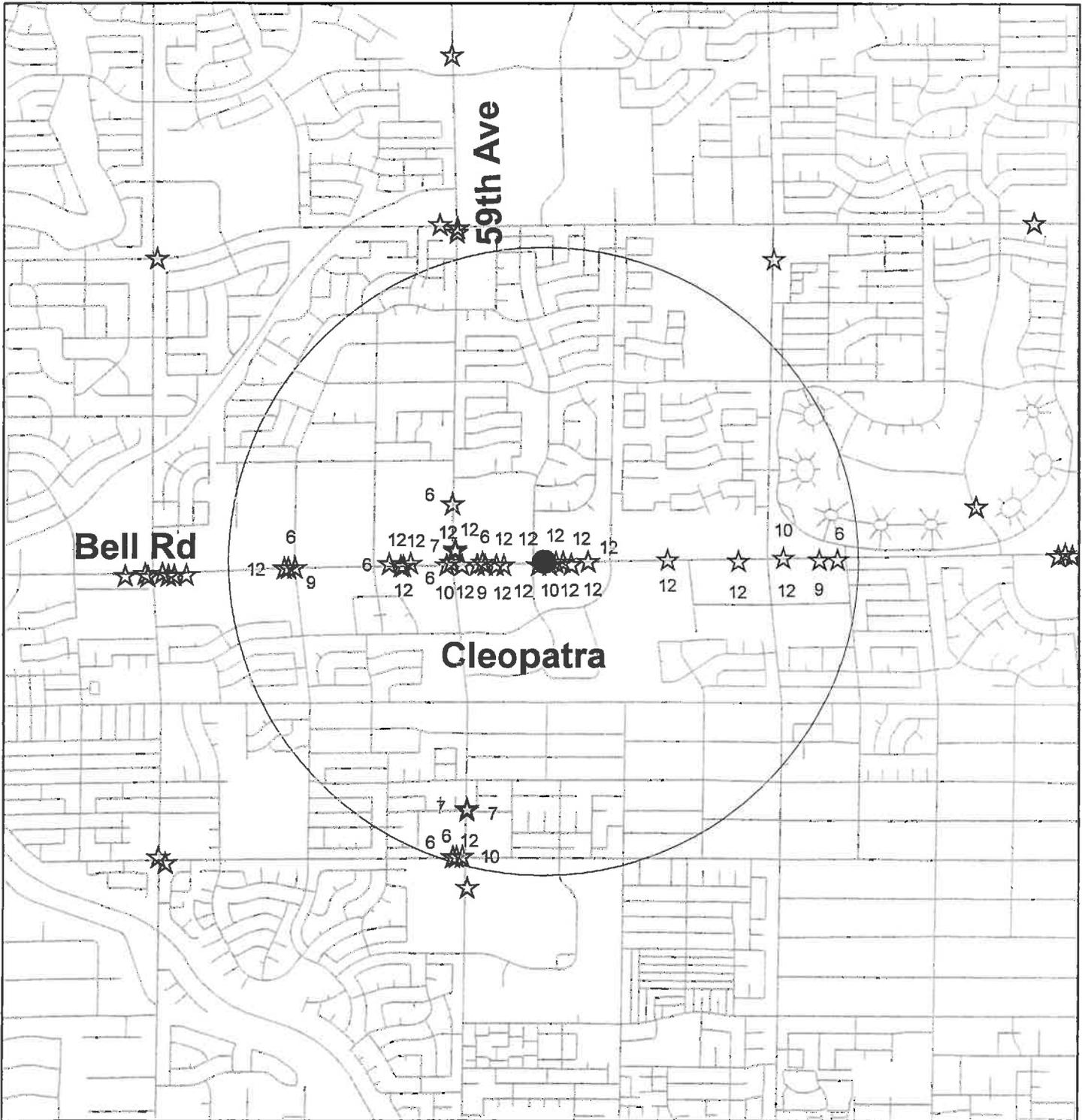
**STAFF RECOMMENDATION:**

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

**REVIEWED BY:**

  
\_\_\_\_\_  
Revenue Administrator

  
\_\_\_\_\_  
Executive Director-Financial Services



**BUSINESS NAME:** Cleopatra  
**LOCATION:** 5686 W. Bell Road  
**APPLICANT:** Antone Fayez Youssef  
**ZONING:** C-2  
**APPLICATION NO:** 5-4713



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jon M. Froke, AICP, Planning Director

SUBJECT: **FINAL PLAT APPLICATION FP11-01: WESTGLEN VILLAS - 7290 WEST GLENDALE AVENUE**

### *Purpose*

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This is a request for City Council to approve an amendment to the Final Plat for Westglen Villas. The amendment to the final plat would allow the applicant to complete the build out of the existing subdivision.

### *Council Strategic Goals or Key Objectives Addressed*

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This request supports Council's goal of one community with strong neighborhoods by encouraging in-fill development.

### *Background*

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The subdivision is located at 7290 West Glendale Avenue, which is near other single-family neighborhoods and a high school. Westglen Villas is an existing 152 lot single-family subdivision that was developed as a Use Benefit Easement, otherwise known as a z-lot configuration. The homebuilder D.R. Horton, Inc. plans to finish the subdivision and proposes to amend the configuration of the final 32 lots to be rectangular in shape.

### *Previous Council/Staff Actions*

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On May 23, 2006, Council approved Final Plat FP05-07. The General Plan Amendment application GPA04-11 and rezoning application ZON04-20 were approved by Council on September 27, 2005.

### *Community Benefit*

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Approval of this final plat will allow the completion of Westglen Villas on an in-fill property using existing infrastructure at this location.

*Recommendation*

+

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Approve Final Plat application FP11-01.

*Ed Beasley for*

---

Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012

TO: Ed Beasley, City Manager

FROM: Jon M. Froke, AICP, Planning Director

SUBJECT: FINAL PLAT APPLICATION FP11-01: WESTGLEN VILLAS – 7290  
WEST GLENDALE AVENUE

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1. Planning Department Memorandum



# Planning Department Memorandum

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**DATE:** January 24, 2012 **AGENDA ITEM:**

**TO:** Ed Beasley, City Manager

**FROM:** Jon M. Froke, AICP, Planning Director

**SUBJECT:** **FINAL PLAT APPLICATION FP11-01: WESTGLEN VILLAS  
– 7290 WEST GLENDALE AVENUE**

**REQUEST:** Final Plat approval for Westglen Villas.

**APPLICANT/OWNER:** D.R. Horton, Inc.

**REQUIRED ACTION:** Conduct a public hearing and determine if this request meets the required findings for final plat approval.

**RECOMMENDATION:** Approval of FP11-01.

**PROPOSED MOTION:** Move to approve FP11-01.

**SUMMARY:** This request will amend the property line configuration of 32 lots within the existing subdivision. Lot lines will change from z-lot configuration to rectangular configuration.

## **DETAILS OF REQUEST:**

### **General Plan Designation:**

The property is designated as MHDR (Medium High Density Residential 5-8 dwelling units per acre).

### **Zoning District:**

The current zoning is R1-4 PRD (Single Family Residence, Planned Residential Development).

### **Property Location and Size:**

The property is located at the northeast corner of 73<sup>rd</sup> and Glendale avenues and is approximately 30 acres in size.

### **History:**

On September 27, 2005, the City Council approved General Plan Amendment application GPA04-11 and Rezoning application ZON04-20, subject to six stipulations. This request will amend the property lines of 32 lots from z-lot configuration to traditional rectangular shaped properties.

**PLANNING COMMISSION ACTION:**

The preliminary plat was approved by the Planning Commission on September 15, 2005.

**STAFF ANALYSIS:**

- The proposed final plat is in conformance with the General Plan land use description and the existing R1-4 PRD zoning district.
- The final plat meets the requirements of the Subdivision and Minor Land Division Ordinance.
- The final plat meets the required standards of the Residential Design and Development Manual.

**RECOMMENDATION:**

The request meets the requirements for final plat approval and should be approved.

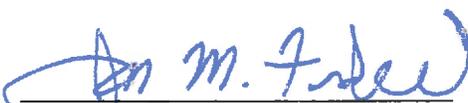
**ATTACHMENTS:**

1. Proposed Final Plat, dated December 8, 2011.
2. Applicant's Narrative, date stamped December 22, 2011.
3. Vicinity Zoning Map.
4. Aerial Photograph, dated November 2008.

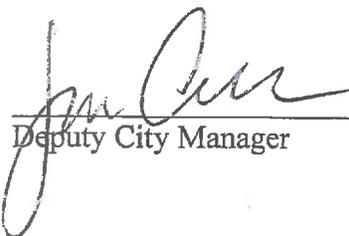
**PROJECT MANAGER:**

Remigio Cordero, Planner (623) 930-2597  
[rcordero@glendaleaz.com](mailto:rcordero@glendaleaz.com)

**REVIEWED BY:**

  
\_\_\_\_\_  
Planning Director

RC/mc

  
\_\_\_\_\_  
Deputy City Manager





- LEGEND**
- ▲ INDICATES SECTION CORNER - FOUND BRASS CAP IN HANDHOLE UNLESS OTHERWISE NOTED
  - INDICATES CORNER OF THIS SUBDIVISION - SET FROM DATUM UNLESS OTHERWISE NOTED
  - INDICATES EXISTING BRASS CAP
  - ① INDICATES CURVE NUMBER
  - ② INDICATES VEHICULAR NON-ACCESS EMBANKMENT
  - ③ INDICATES BUILDING SETBACK LINE
  - ④ INDICATES PUBLIC UTILITY EMBANKMENT
  - ⑤ INDICATES 30' SITE VISIBILITY TRIANGLE
  - ⑥ INDICATES ADJUSTMENT OF LINE & BENCHIT EASEMENT

FINAL PLAT FOR  
PARADISE MEWS  
BOOK 518 OF MAPS, PAGE 23  
MARICOPA COUNTY RECORDS

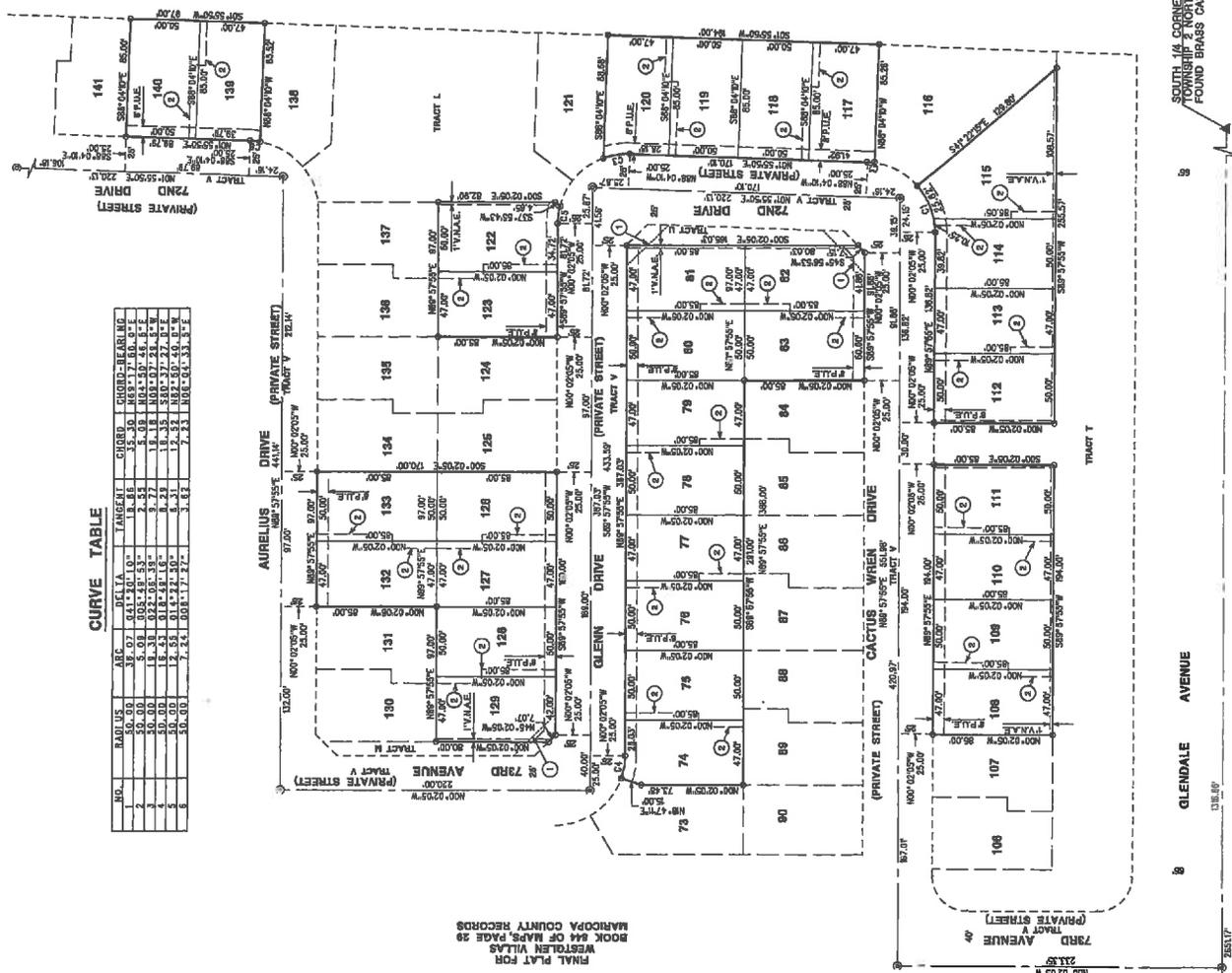
**LOT AREA TABLE**

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LOT 2	1,234.56	0.03
LOT 3	1,234.56	0.03
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**CURVE TABLE**

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
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2	50.00	9.38	102.21	3.8	1.08	N84°50'58.11"W
3	50.00	9.38	102.21	3.8	1.08	N84°50'58.11"W
4	50.00	8.43	81.84	1.8	1.35	S80°37'27.14"W
5	50.00	8.43	81.84	1.8	1.35	S80°37'27.14"W
6	50.00	2.51	25.11	0.7	0.7	N82°50'50.19"W
7	50.00	2.51	25.11	0.7	0.7	N82°50'50.19"W

FINAL PLAT FOR  
WESTGLEN VILLAS  
BOOK 646 OF MAPS, PAGE 29  
MARICOPA COUNTY RECORDS



SOUTHWEST CORNER SECTION 1  
TOWNSHIP 1 NORTH, RANGE 1 EAST  
FOUND BRASS CAP IN HANDHOLE

SOUTHWEST CORNER SECTION 1  
TOWNSHIP 1 NORTH, RANGE 1 EAST  
FOUND BRASS CAP

GROSS AREA = 3.080 ACRES

SHEET 2 OF 2

COE & VAN LOO  
REGISTERED PROFESSIONAL ENGINEERS  
4600 N. 15TH AVENUE, SUITE 100  
PHOENIX, AZ 85018  
DBEL00000001

WESTGLEN VILLAS - RE-PLAT -  
CIVIL JOB

DEC 08 2011



December 22, 2011

Remigio Cordero  
City of Glendale  
5850 W Glendale Ave  
Glendale, Arizona 85301

Re: Westglen Villas Re-Plat

Dear Remigio:

DR Horton, Inc. purchased 68 lots in Westglen Villas (located near 73<sup>th</sup> Avenue & Glendale) and are requesting a re-plat of 32 lots.

Based on the current plat, 16 of the lots we purchased will only fit one of our floor plans. The "Z" lot shape is extremely restrictive and prohibits us from being able to offer the more popular floor plans. By re-platting these 16 lots (and, in turn, the 16 lots adjacent for a total of 32 lots) we are able to offer a much wider variety of floor plans, providing the diversity the community expects.

Thank you in advance for your consideration of these changes. Feel free to contact me if you have any questions or concerns.

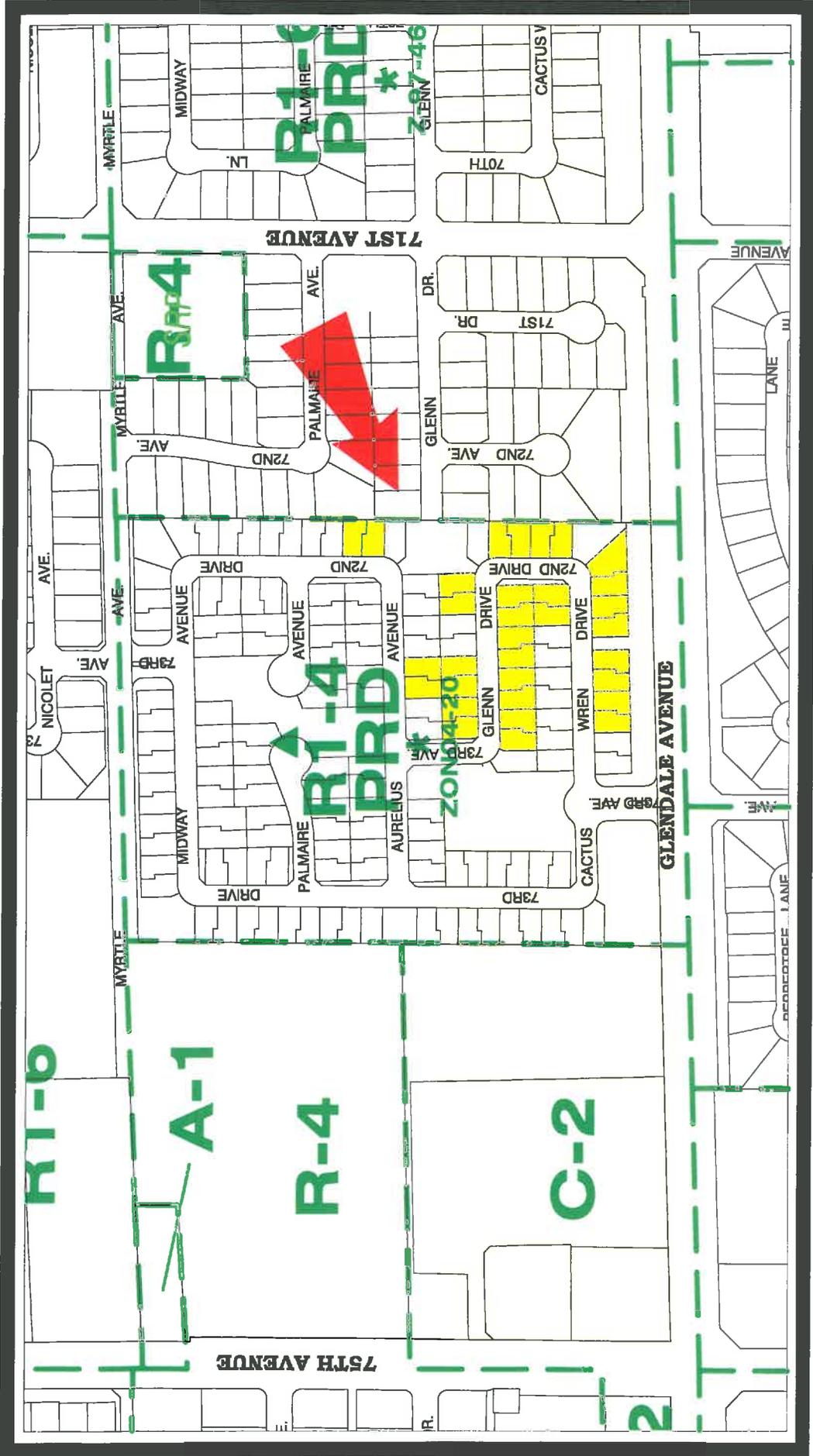
Sincerely,

D.R. HORTON, INC.

A handwritten signature in black ink, appearing to read 'Holly James', is written over the typed name.

Holly James  
Vice President  
Land Acquisition and Development

**DEC 22 2011**



**CASE NUMBER**

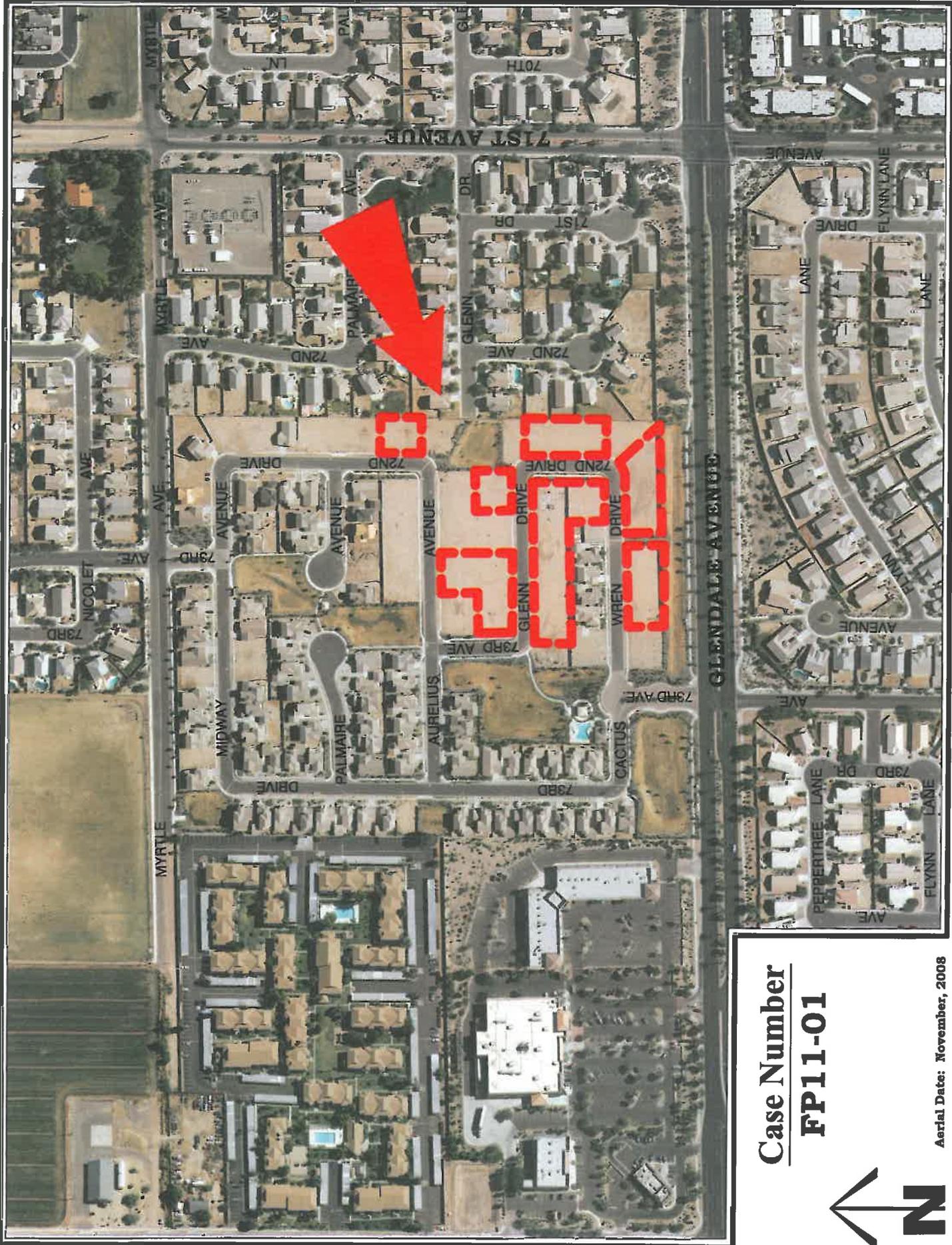
**FP11-01**

**REQUEST**

**FINAL PLAT AMENDMENT  
APPROVAL FOR WESTGLEN  
VILLAS.**



**LOCATION**  
**7290 W. GLENDALE AVENUE**



**Case Number**  
**FP11-01**



Aerial Date: November, 2008

RESOLUTION NO. 4536 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "ZONING TEXT AMENDMENT ZTA09-01."

WHEREAS, State law permits cities to declare documents public records for the purpose of incorporation into city ordinances; and

WHEREAS, the City of Glendale wishes to incorporate by reference the Zoning Text Amendment ZTA09-01, by first declaring said amendment to be a public record.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the certain document entitled, "Zoning Text Amendment ZTA09-01," attached hereto as Exhibit A, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record. Said copies are ordered to remain on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

# EXHIBIT A

## ZONING TEXT AMENDMENT ZTA09-01

[Additions are indicated by **bold print**; deletions by ~~strikeout~~.]

Add to Section 2.300 Definitions:

Alternative Design Tower: Artificial trees, **cactus**, clock towers, and similar non-traditional structures that are compatible with the existing setting or structures and camouflage or partially conceal the presence of antennas or towers. This includes any antenna or antenna array attached to the alternative design structure.

\*\*\*\*\*

Section 3.103.E.5. Board of Adjustment should be amended to read:

3.103.E.5. To exercise powers of the Airport Board of Adjustment pursuant to Arizona Revised Statutes Section 28-~~8473~~-8471 et seq. **or as may be amended from time to time.**

\*\*\*\*\*

Section 3.525.B.2 – Amendments to the General Plan – Text and Maps Public Notice should be amended to read:

3.525.B.2. All property owners within ~~three hundred (300)~~ **five hundred (500)** feet of the exterior boundaries of the property subject to the application as shown on the last assessment of the property shall be sent notice by first class mail, postmarked at least fifteen (15) days prior to the date of the scheduled public hearing.

\*\*\*\*\*

Section 3.602 – Design Review When Review is Required should be amended by adding a new Section 3.602.H.:

**3.602.H. Any change to the exterior color of the building.**

\*\*\*\*\*

Section 3.603 – Design Review Minor Design Review and Waiver of Design Review should be amended to read:

Section 3.603. Minor Design Reviews and Waiver of Design Review.

Some projects such as single residences, may not need a complete review in accordance with Sections 3.604 and Sections 3.605 even though one ~~(1)~~ of the ~~seven (7)~~ **eight (8)** requirements of Section 3.602 is met. The Planning Director may waive full Design Review if it is determined that such review will not further the purpose of this section.

\*\*\*\*\*

Section 3.700 – Variances and Appeals can be restored to the zoning ordinance as it was written pre-2006 with a few amendments:

Reviewing the pre-2006 language, Section 3.701. General can be restored to the zoning ordinance as written.

**3.701. General.**

**Appeals to the Board of Adjustment, set forth in Section 3.103.E. may be made by any person aggrieved or by any officer, department, or Board of the City affected by any decision or interpretation made by the Planning Director while administering this ordinance. A variance from the terms of this ordinance may be requested by any person or their authorized agent, having an interest in the real property affected by the request.**

Section 3.702. Application can be restored to the zoning ordinance as it was written pre-2006, with the addition of one new paragraph:

**3.702. Application.**

**Applications shall conform with the provisions of Section 3.300. Appeals and variance requests shall be made on an application form specifying grounds for the appeal or variance, with other requested documentation as specified by the Planning Director, and the appropriate fee. An application for an appeal of any decision or interpretation made by the Planning Director shall be filed with the Planning Department within thirty (30) calendar days of the date of the decision or interpretation. After the Planning Department has determined that an application is complete, a public hearing with the Board of Adjustment will be scheduled. Any variance application, required fees and other documentation being submitted due to a pending enforcement action by the City shall be completed and filed with the Planning Department within sixty (60) calendar days of the date on the violation notice.**

Section 3.703. Effect of Application can be restored to the zoning ordinance as it was written pre-2006.

**3.703. Effect of Application.**

**Any variance or appeal application, unless otherwise provided by law, shall stay all proceedings in the manner appealed from, unless the Planning Director certifies that a stay would cause imminent peril to life or property. In such cases, proceedings will not be stayed except by a restraining order granted by the Board of**

**Adjustment, or by a court of record on application and noticed to the Planning Director.**

**Section 3.704. Public Notice** can be restored to the zoning ordinance as it was written pre-2006.

**3.704. Public Notice.**

**The Board of Adjustment shall hold at least one (1) public hearing on the application for variance and appeals. Prior to the public hearing, notice shall be provided as follows:**

- A. A notice shall be placed in the newspaper of general circulation of the area, or as may be designated by the City Council for legal public notices. The notice shall describe the type and nature of the request at least fifteen (15) days prior to the date of the scheduled hearing.**
- B. A notice shall be posted on or near the property in at least one (1) location on a form proscribed by the Planning Department for such public notice. The posted notice shall be placed on the property at least fifteen (15) days prior to the date of the scheduled public hearing. It shall not be the responsibility of the City to maintain the posting once erected.**
- C. A notice by first class mail shall be made to nearby property owners who are potentially affected as determined by the Planning Director.**
- D. Notwithstanding the notice requirements set forth in this section, the failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the action for which the notice was given.**

**Section 3.705. Findings for Appeals** can be restored to the zoning ordinance as it was written pre-2006.

**3.705. Findings for Appeals.**

**When considering an appeal of a decision or interpretation made by the Planning Director, the Board of Adjustment shall make its determination based on the following findings:**

- A. The Planning Director did or did not evaluate all relevant provisions of this Zoning Ordinance.**
- B. The Planning Director did or did not consider all relevant information related to the decision or interpretation.**
- C. The Planning Director's decision was in error.**

**If the Board of Adjustment determines that the decision or interpretation made by the Planning Director was made in error, the resulting decision by the Board shall not constitute an amendment to the ordinance by permitting a use which is not otherwise allowed, or waive the development standards of the zoning district in which the property is located.**

**Section 3.706. Findings for a Variance can be restored to the zoning ordinance as it was written pre-2006.**

**3.706. Findings for a Variance.**

- A. The purpose of a variance is to restore equity when, due to special circumstances or conditions, the ordinance restricts one (1) property more severely than other properties in the same zoning district. The circumstances or conditions must be beyond the control of the owner and relate to the property as opposed to the owner. Personal hardship or inconvenience does not justify a variance. The burden of proof is on the property owner.**
  
- B. The Board of Adjustment shall make the following findings based on the evidence in the record prior to granting a variance:**
  - 1. There are special circumstances or conditions applicable to the property including its size, shape, topography, location, or surroundings which were not self imposed by the owner;**
  
  - 2. Due to special circumstances, the strict application of the Zoning Ordinance would deprive the property of privileges enjoyed by other properties in the same classification in the same zoning district;**
  
  - 3. The variance is the minimum necessary to alleviate the property hardship; and**
  
  - 4. Granting the variance will not have a detrimental effect on the property, adjoining property, the surrounding neighborhood, or the city in general.**
  
- C. The Board of Adjustment shall not grant a variance when:**
  - 1. The special circumstances applicable to the property are self-imposed by the owner. This includes:**
    - a. a hardship that has been intentionally, knowingly, or recklessly created; or**
  
    - b. The failure of the owner to consider other reasonable alternatives which do not require a variance.**

2. **The variance would constitute a change to the uses permitted in any zoning district.**
3. **The variance would constitute a grant of special privileges inconsistent with the limitations on other properties in the zoning district.**

**Section 3.707. Conditional Approval** can be restored to the zoning ordinance as it was written pre-2006.

**3.707. Conditional Approval.**

**The Board of Adjustment may place conditions on the variance to assure that the adjustment authorized will not grant special privileges inconsistent with the limitations on other properties in the vicinity.**

**Section 3.708. Effective Date of the Variance or Appeal** is now numbered as Section 3.701. This section should be amended to read:

~~3.701~~ **3.708. Effective Date of the Variance or Appeal.**

The decision of the Board of Adjustment shall be final thirty (30) calendar days from the date of the public hearing unless an appeal is filed as provided for in this ordinance.

**Section 3.709. Appeal to Superior Court** is now numbered as Section 3.702. This section should be amended to read:

~~3.702~~ **3.709. Appeal to Superior Court.**

The City or any person aggrieved by a decision of the Board of Adjustment may within thirty (30) calendar days of the Board's decision, file a complaint for special action in Superior Court in accordance with A.R.S. 9-462.06(K) now in effect or as it may be amended from time to time.

**Section 3.710. Modification of a Variance** is now numbered as Section 3.703. This section should be amended to read:

~~3.703~~ **3.710. Modification of a Variance.**

Any alteration or expansion of a project for which a variance was approved shall comply with all current provisions and regulations of this Zoning Ordinance. Any request for modification or other change in conditions of approval of the variance shall be reviewed according to provisions of this article as a new application.

**Section 3.711. Revocation of a Variance** is now numbered as Section 3.704. This section should be amended to read:

~~3.704~~ **3.711. Revocation of a Variance.**

When provisions of this ordinance related to the variance, or conditions or stipulations, made a part of the variance approval, have not been satisfied, the variance may be revoked as follows:

The Board of Adjustment shall, by first class mail, notify the holder of the variance of its intention to hold a hearing to consider revocation of the variance. The notice shall be made at least fifteen (15) days prior to date of the scheduled hearing. At the hearing, the Board of Adjustment shall consider evidence from all interested parties, and after deliberation, may revoke the variance or take any actions as may be necessary to insure compliance with the regulations or conditions of the approved variance.

**Section 3.712. Re-application** is now numbered as Section 3.705. This section should be amended to read:

~~3.705~~ **3.712. Re-application.**

Where a variance or appeal has been denied, no application for a variance or appeal for the same or substantially the same issue on the same or substantially the same site shall be filed within one hundred eighty (180) days from the date of denial.

**Section 3.713. Applicability of the Variance** is now numbered as Section 3.706. This section should be amended to read:

~~3.706~~ **3.713. Applicability of the Variance.**

Except as may be otherwise stipulated or provided in this Zoning Ordinance, a variance granted pursuant to provisions of this article shall run with the land and continue to be valid upon a change of ownership of the site or structure which was subject to the variance.

\*\*\*\*\*

**Section 3.806.B. – Amendments to the Zoning Ordinance – Text and Maps – Public Notice** should be amended to read:

3.806.B. All property owners within ~~three hundred (300)~~ **five hundred (500)** feet of the exterior boundaries of the property subject to the application as shown on the last assessment of the property shall be sent notice by first class mail, postmarked at least fifteen (15) days prior to the date of the scheduled public hearing.

\*\*\*\*\*

Section 3.902.C. – Conditional Use Permits Application should be amended to read:

Section 3.902.C. A list of all owners of property within ~~three-hundred (300)~~ **five hundred (500)** feet of the exterior boundaries of the project subject to the application. The list shall be accompanied by a map showing the location of these properties.

\*\*\*\*\*

Section 3.907.A. – Conditional Use Permits Appeal Procedure should be amended to read:

Section 3.907.A. The action of the Planning Commission may be appealed to the City Council by the applicant, any member of the City Council, the City Manager, or any property owner within ~~three-hundred (300)~~ **five hundred (500)** feet of the property subject to the request. Such requests for appeal must be filed on an application form provided by the Planning Director with the appropriate fee, within fifteen (15) days following the date of the Planning Commission action.

\*\*\*\*\*

Section 3.920 F. - Establishing a Historic Preservation (HP) District should be amended to read:

3.920.F. The Historic Preservation Commission shall also review proposed exterior design guidelines for the district to ensure that distinctive features will be preserved and enhanced. The design guidelines shall also address height, proportions, scale, materials, relationship of building masses and spaces, roof shape, and site improvements, such as landscaping, parking, and signage, as they relate to the identity of the Historic Preservation District. Exterior paint colors ~~will not~~ **shall** be included in these guidelines. These guidelines shall be adopted at the time of designation.

\*\*\*\*\*

Section 5.103.D.-A-1 – Agricultural District - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- D. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600.
1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located

on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.123.E.- Rural Residential RR-90, RR-45 Rural Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- E. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600.
1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.203.F.-Suburban Residential SR-30, SR-17, SR-12 Suburban Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- F. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600.
1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.303.E.-Urban Residential R1-10, R1-8, R1-7 – Single Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- E. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600.
1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.

2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.316. R1-6 – Single Residence Uses Subject to Conditions should be amended to add a new Section 5.316.E.:

**5.316.E. Wireless communication facilities, subject to Section 7.600.**

1. **Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.**
2. **Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.**

\*\*\*\*\*

Section 5.3182. R1-6 – Single Residence Design Review should be amended to add a new section 5.3182.C.:

**5.3182.C. All wireless communication facilities are subject to Design Review and must be consistent with wireless communication facilities design guidelines.**

\*\*\*\*\*

Section 5.323.F. R1-4 Single Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

**5.323.F. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600**

1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.413.E. R-2 – Mixed Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- E. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.423.C. R-3 – Multiple-Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Wall mounted antennas are permitted subject to applicable design guidelines.
  - 3. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.433.C. R-4 – Multiple-Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Wall mounted antennas are permitted subject to applicable design guidelines.

3. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.443.C. R-5 – Multiple-Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Wall mounted antennas are permitted subject to applicable design guidelines.
  3. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.503.C. RO – Residential Office - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.523.B. CO - Commercial Office - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

B. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.524.F. CO - Commercial Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.524.F. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.524.G. CO - Commercial Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.524.G. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.523.H. CO – Commercial Offices - Uses Subject to Conditional Use Permit should be amended to read:

5.524.H. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.543.C. GO - General Office - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

C. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600

1. Building mounted antennas and roof top mounted antennas.

2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.544.B. GO - General - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.544.B. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.544.C. GO – General Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.544.C. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.544.D. GO – General Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.544.D. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600**.

\*\*\*\*\*

Section 5.612A. PR – Pedestrian Retail - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

Wireless communication facilities, subject to Sections ~~7.506 and~~ **7.600**

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.704.B. NSC – Neighborhood Shopping Center - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- B. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600
1. Building mounted antennas and roof top mounted antennas.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
  3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.705.C. NSC – Neighborhood Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.705.C. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.705.D. NSC – Neighborhood Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.705.D. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.705.E. NSC – Neighborhood Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.705.E. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.713.B. SC – Shopping Center - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

B. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.714.H. SC – Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.714.H. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.714.I. SC – Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.714.I. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.714.J. SC Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.714.J. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.717. SC – Shopping Center Design Guidelines should be amended to add a new Section 5.717.D.:

**5.717.D. All wireless communication facilities are subject to Design Review and must be consistent with wireless communication facilities design guidelines.**

\*\*\*\*\*

Section 5.733.B. C-1 – Neighborhood Commercial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

B. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.734.C. C-1 – Neighborhood Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.734.C. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.734.D. C-1 – Neighborhood Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.734.D. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.734.E. C-1 – Neighborhood Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.734.E. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ 7.600.

\*\*\*\*\*

Section 5.753.C. C-2 – General Commercial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600
1. Building mounted antennas and roof top mounted antennas.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
  3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.754.S. C-2 – General Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.754.S. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.754.T. C-2 – General Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.754.T. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.754.U. C-2 – General Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.754.U. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ 7.600.

\*\*\*\*\*

Section 5.773.D. C-3 – Heavy Commercial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

D. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.774.C. C-3 – Heavy Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.774.C. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.774.D. C-3 – Heavy Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.774.D. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.774.E. C-3 – Heavy Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.774.E. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.785.B. CSC – Community Shopping Center - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- B. Wireless communication facilities, subject to Sections ~~7.506~~ **and 7.600**
  1. Building mounted antennas and roof top mounted antennas.

2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.786.G. CSC – Community Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.786.G. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.786.H. CSC – Community Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.786.H. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.786.I. CSC – Community Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.786.I. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.813. BP – Business Park - Uses Subject to Conditions – should be amended to read:

Wireless communication facilities, subject to Sections ~~7.506 and~~ **7.600**

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.814.G. BP – Business Park - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.814.G. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.814.H. BP – Business Park - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.814.H. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.814.I. BP – Business Park - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.814.I. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.843.B. M-1 – Light Industrial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

B. Wireless communication facilities, subject to Sections ~~7.506 and~~ **7.600**

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.844.E. M-1 – Light Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.844.E. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.844.F. M-1 – Light Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.844.F. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.844.G. M-1 – Light Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.844.G. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.863.B. M-2 – Heavy Industrial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- B. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
1. Building mounted antennas and roof top mounted antennas.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
  3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.864.M. M-2 – Heavy Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.864.M. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.864.N. M-2 – Heavy Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.864.N. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.864.O. M-2 – Heavy Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.864.O. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Table 3-A Commercial/Employment Districts Wireless Communications Standards shall be amended to read as follows:

Table 3-A  
Commercial/Employment Districts Wireless Communications Standards

District	Subject to Conditional Use Permit	Maximum Height		Major Street Setback	<i>Residential Setback</i>
		Monopoles	Single user		
<i>RO</i>	<i>NP</i>				
CO	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
GO	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
<i>PR</i>	<i>NP</i>				
SC	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
C-1	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
C-2	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
C-3	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
BP	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
M-1	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
M-2	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>

*NP = Not permitted*

\*\*\*\*\*

Section 6.402 – HP – Historic Preservation Effect of Historic Preservation (HP) Zoning Designation should be amended by adding a new Section 6.402.F.:

**6.402.F. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 6.504.A.7.1. – Special Use District Application Procedures should be amended as follows:

**6.504.A.7.1. Elevations of all proposed structures including a general description of architectural theme colors and type of exterior building materials for each structure or group of structures in the Special Use District.**

\*\*\*\*\*

Section 6.504.A.7 - Special Use District Application Procedures should be amended by adding a new Section 6.504.A.7.m.:

**6.504.A.7.m. The proposed architectural and site design concepts including style, colors, and types of materials.**

\*\*\*\*\*

Section 7.104.B.3.b. - Signs Permitted Permanent Signs Office Districts Freestanding Identification Signs – Height should be amended to read:

7.104.B.3.b. The sign shall not exceed a height of ~~five (5)~~ **ten (10)** feet.

\*\*\*\*\*

Section 7.104.B.3.h. - Signs Permitted Permanent Signs Office Districts Freestanding Identification Signs – Multi-tenant buildings and complexes should be amended to read:

7.104.B.3.h. Multi-tenant buildings and complexes. The sign may identify the name of the building or complex and the name of up to ~~three (3)~~ **eight (8)** businesses within the building or complex **for a total of nine (9) names**. ~~However, when a business name is included in the name of the complex, only two (2) additional businesses may be identified~~ Such sign shall not include any advertising copy.

\*\*\*\*\*

Section 7.109.D.7 – Signs Required Permits and Fees – application – inventory should be amended as follows:

7.109.D.7. Inventory of all existing signs on the property showing the type, dimensions, **design copy, colors, materials**, and location of each sign.

\*\*\*\*\*

Section 7.109.D.8. – Signs Required Permits and Fees – application – fully dimensioned plans - should be amended as follows:

7.109.D.8. Fully dimensioned plans and elevations showing the dimensions, design copy, **colors, materials**, and location of each proposed sign.

\*\*\*\*\*

Section 7.201.A – Landscaping, Buffering, Walls - Walls, should be amended as follows:

7.201.A. The developer of property in SC, C-1, NSC, C-2, CSC, C-3, BP, M-1, or M-2 districts which abuts any residential district must provide a wall with a minimum height of eight (8) feet along the abutting property line. The wall must be at least eight (8) inches thick and constructed of decorative block or

other finish **with design, materials, and color** approved by the Planning Director, consistent with the project and the adjoining residential area.

1. Any loading docks within one hundred (100) feet of a residential district must have a separate eight (8) foot high wall of similar materials to screen the dock area.
2. Any wall or fence exceeding six (6) feet in height requires approval of fence construction plans to ensure structural stability.

Section 7.201.B – Landscaping, Buffering, Walls - Walls, should be amended as follows:

7.201.B. The developer of properties in RO, CO, or GO districts, or any nonresidential use in any residential district which abuts any residential district, must provide a wall with a minimum height of six (6) feet along the abutting property line. The wall must be constructed of decorative block or other finish **with design, materials, and color** approved by the Planning Director, consistent with the project and the adjoining residential district.

Section 7.201.C – Landscaping, Buffering, Walls - Walls, should be amended as follows:

7.201.C. The developer of properties in the R-2, R-3, R-4, or R-5 districts which abut any A-1, SR, or R-1 districts must provide a wall with a minimum height of six (6) feet along the abutting property line. The wall must be constructed of decorative block or other finish **with design, materials, and color** approved by the Planning Director, consistent with the project and the adjoining residential district.

\*\*\*\*\*

Section 7.503 – Standards for Uses Subject to Conditions - Seasonal Sales and Special Events should be amended by adding a new Section 7.503.G.:

**7.503.G. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 7.504 – Standards for Uses Subject to Conditions - Subdivision Model Home Complexes should be amended by adding a new Section 7.504.D.:

**7.504.D. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 7.505 – Standards for Uses Subject to Conditions - Temporary Office or Construction Trailers should be amended by adding a new Section 7.505.D:

**7.505.D. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 7.506 Wireless Communication Facilities shall be deleted.

~~7.506 Wireless Communication Facilities~~

~~A. Rooftop Mounted Antennas.~~

- ~~1. Roof mounted antennas may exceed the maximum height of the zoning district but shall not extend more than ten (10) feet above the existing building height.~~
- ~~2. The antenna array scale and visibility shall be minimized.~~
- ~~3. Equipment shelters may locate on the building roof if screened from view of surrounding properties.~~

~~B. Building Mounted Antennas.~~

- ~~1. Antennas shall not extend above the height of the wall on which they are located or integrated.~~
- ~~2. Antennas shall not project more than twelve (12) inches from the existing building wall.~~
- ~~3. Equipment shelters may locate on the building roof if screened from view of surrounding properties.~~

~~C. Alternative Tower Structure.~~

- ~~1. The maximum additional height permitted by extension of an existing pole or by replacement pole is fifteen (15) feet.~~
- ~~2. The maximum increase in pole diameter from the existing pole by the replacement pole is fifty (50) percent.~~
- ~~3. The maximum width of the antenna array shall be four (4) feet.~~

\*\*\*\*\*

Section 7.600 Wireless Communication Facilities, including Section 7.601 General Provisions, Section 7.602 Monopoles, and Section 7.603 Amendments to Existing Monopoles, should be amended to read as follows:

**Section 7.600 Wireless Communication Facilities including Alternative Design Towers and Alternative Tower Structures.**

**Section 7.601. General Provisions**

- A. All wireless communication facilities shall have an identification plaque no larger than 12 inches by 12 inches permanently affixed which clearly identifies the name, address, and emergency phone number of the provider. No other identification or sign as defined by the Zoning Ordinance is permitted on monopoles or related facilities.
- B. The minimum setbacks for the zoning district shall apply to all towers, equipment shelters, and accessory buildings. The dimensions of the entire lot or parcel shall apply and not the dimensions of the leased area.
- C. Adequate screening from off-site views shall be required as determined at the time of Design Review.
- D. Any monopole, tower, or alternative tower structure which is not in use for six (6) months shall be removed by the property owner. The removal shall occur within ninety (90) days of the end of such (6) month period. If the alternative tower structure includes an extension or replacement of the original structure, the structure shall be returned to the original height and condition.

**E. Rooftop Mounted Antennas.**

- 1. **Roof mounted antennas may exceed the maximum height of the zoning district but shall not extend more than ten (10) feet above the existing building height.**
- 2. **The antenna array scale and visibility shall be minimized.**
- 3. **Equipment shelters may locate on the building roof if screened from view of surrounding properties.**

**F. Building Mounted Antennas.**

- 1. **Antennas shall not extend above the height of the wall on which they are located or integrated.**
- 2. **Antennas shall not project more than twenty (20) inches from the existing building wall.**

3. **Equipment shelters may locate on the building roof if screened from view of surrounding properties.**

**G. Alternative Tower Structure.**

1. **The maximum additional height permitted by extension of an existing pole or replacement pole is fifteen (15) feet.**
2. **The maximum increase in pole diameter from the existing pole by the replacement pole is fifty (50) percent.**
3. **The maximum width of the antenna array shall be four (4) feet.**

7.602. Monopoles.

- A. New monopoles must be separated by a minimum distance of ~~one-quarter (1/4)~~ **one-eighth (1/8)** mile from any other monopole.
- ~~B. Monopole must be setback from residential zoned properties a minimum distance of twice the height of the height of the tower.~~
- B. Monopoles must be setback from any arterial or major arterial street a minimum of one hundred ~~and fifty (150)~~ **(100)** feet.
- C. Monopole towers and antennas shall not be illuminated or display warning lights unless required by the Federal Aviation Administration or other federal or state authority.
- D. Any access road to a monopole site shall be paved.
- E. One (1) paved parking space shall be provided on site unless otherwise provided on adjacent property.
- F. All new monopoles over fifty (50) feet in height shall be constructed to allow for collocation by other wireless providers. The applicant shall demonstrate that the engineering of the tower and the placement of ground mounted facilities will not preclude other providers. The owner of the proposed tower must certify in writing that the tower will be available for use by other wireless communications providers on an economically reasonable and non-discriminatory basis.
- G. **Design review is required as outlined in Section 3.600.**

7.603. Amendments to Existing Monopoles.

- A. Existing monopoles include all wireless related monopoles or towers approved or amended through the special use district (SUD) prior to May 28, 1998.
- B. An amendment to existing monopole is required to add additional antennas, add height to the monopole, replace the monopole with a larger pole, or add additional ground equipment to the facility.
- C. Any amendment to an existing monopole requires ~~approval of a conditional use permit as outlined in section 3.902F~~ **Administrative Review approval by the Planning Director.**

\*\*\*\*\*



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jon M. Froke, AICP, Planning Director

SUBJECT: **DECLARATION OF PUBLIC RECORD: ZONING TEXT AMENDMENT - ZTA09-01**

### *Purpose*

---

This is a request for City Council to adopt a resolution declaring Zoning Text Amendment ZTA09-01 as a public record.

### *Council Strategic Goals or Key Objectives Addressed*

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Declaring this amendment as a public record supports Council's goal of one community that is fiscally sound by reducing printing and publication costs.

### *Background*

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A.R.S. § 9-802 allows a city or town to enact the provisions of a text amendment by reference without publishing the full text of the Zoning Ordinance. Instead, the city publishes a notice in the newspaper three times and keeps three copies of the text on file with the City Clerk.

In addition, hard copies of the full text are posted outside the Council Chambers, which is the official posting site for the City of Glendale. This will require adoption by the Council of a resolution. At the same evening meeting, Council will be asked to adopt the ordinance for Zoning Text Amendment ZTA09-01.

### *Recommendation*

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Waive reading beyond the title and adopt a resolution declaring Zoning Text Amendment ZTA09-01 as a public record.

  
Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012

TO: Ed Beasley, City Manager

FROM: Jon M. Froke, AICP, Planning Director

SUBJECT: DECLARATION OF PUBLIC RECORD: ZONING TEXT  
AMENDMENT - ZTA09-01

---

1. Resolution

RESOLUTION NO. 4537 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE BUS SERVICES IN THE CITY OF GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Contract Change Order No. 4 to the Intergovernmental Agreement (Contract No. 127377) with the City of Phoenix for the operation of fixed route bus services be entered into, which Contract Change Order is on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said Contract Change Order No. 4 on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICES**

### *Purpose*

---

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 4 to the intergovernmental agreement (IGA) with the City of Phoenix for the extension of bus service on 59<sup>th</sup> Avenue in the City of Glendale.

### *Council Strategic Goals or Key Objectives Addressed*

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This action supports Council's goal of one community with high-quality services for citizens by making transportation options more convenient for residents and visitors.

### *Background*

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Fixed route bus service in Glendale is provided through an IGA with the City of Phoenix. This change order will modify the IGA and reflects an adjustment to Route 59 which provides service along 59<sup>th</sup> Avenue to Utopia Road. Route 59 will now extend further north and provide transit access to job centers in the vicinity of 59<sup>th</sup> Avenue and Beardsley Road. The extension of this route was made possible by a federal grant under the Job Access and Reverse Commute (JARC) program.

The grant will provide federal funding in the amount of \$400,000 over a one year term which offsets the \$22,846 cost increase due to the route extension. The total cost for the fixed route bus service will increase from \$4,006,231 to \$4,029,077. This grant will also be used in part to cover transit revenue shortfalls from state and regional sources.

### *Previous Council/Staff Actions*

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On May 24, 2011, Council approved an annual IGA with the City of Phoenix for fixed route services.

## *Community Benefit*

---

This action will extend bus service to an area currently not served with transit. Fixed route bus service is provided to more than two million riders in Glendale annually.

## *Budget Impacts & Costs*

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Funds for Contract Change Order No. 4 are available in the 2011-12 GO Transportation Program operating budget, and the cost is an estimate provided by the City of Phoenix.

<b>Grants</b>	<b>Capital Expense</b>	<b>One-Time Cost</b>	<b>Budgeted</b>	<b>Unbudgeted</b>	<b>Total</b>
X			X		\$4,029,077

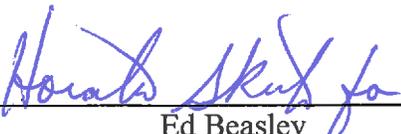
***Account Name, Fund, Account and Line Item Number:***

Fixed Route, Account No. 1660-16540-518200, \$4,029,077

## *Recommendation*

---

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 4 to the intergovernmental agreement with the City of Phoenix for the extension of bus service on 59<sup>th</sup> Avenue in the City of Glendale.

  
\_\_\_\_\_  
Ed Beasley  
City Manager



# Attachment Memorandum

---

DATE: 01/24/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF  
PHOENIX FOR FIXED ROUTE BUS SERVICES

---

1. Resolution
2. Contract Change Order No. 4

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
4

Contract No.  
**127377**

Issued To: (Name of Contractor or Consultant)  
**City of Glendale**

Date  
**11/16/2011**

Project Description: **Fixed Route Agreement**

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

Effective January 23, 2012 the City of Glendale requests an extension of route 59. This extension will increase revenue miles for weekdays by 36.71 miles per day, and increase weekend/holiday miles by 17.90 miles per day.

The change to route 59 will result in a service cost increase of \$30,569. The estimated increase in fare box revenue is \$7,723 and the estimated net cost to the City of Glendale for this service change is \$22,846.

1. Amount of this  
Change Order  
FY2010-11  
(\$4,006,231)

2. Amt. Of Prior  
Change Orders  
(\$4,238,927)

3. Orig. Contract  
Amt.  
(\$4,948,044)

4. Adj. Contract  
Amt. (1, 2 & 3)  
(\$13,193,202)

Approved by  
Council:  
11/16/2011

**ACCEPTANCE**

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **City of Glendale**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE SENT BY CITY OF PHOENIX: **11-30-11**

**ENDORSEMENTS**

REQUESTED BY: \_\_\_\_\_ DATE

Markus Coleman, Project Manager

RECOMMENDED BY: \_\_\_\_\_ DATE

Karl Matzinger, Deputy Public Transit Director

PTD FISCAL SECTION REVIEW: \_\_\_\_\_ DATE

Kenneth Kessler, Department Budget Supervisor

CHECKED AS TO AVAILABILITY OF FUNDS BY: \_\_\_\_\_ DATE

N/A

Budget and Research Department

APPROVED FOR THE CITY MANAGER BY: \_\_\_\_\_ DATE

REVENUE

EXPENDITURE

Debbie Cotton, Public Transit Director

**CITY OF GLENDALE  
PURCHASE OF TRANSIT SERVICE  
CONTRACT ESTIMATE  
FISCAL YEAR 2011-12  
REVISED ROUTE 59 MILEAGE**

Route	Provider	Miles Per Day	Service Days	Annual Miles	Rate Per Mile	Annual Cost	Estimated Revenue	Net Cost
51	First	328.1	251	82,353	\$ 6.1266	\$ 504,547	\$ (78,108)	\$ 426,440
59	First	88.2	138	12,172	\$ 6.1266	\$ 74,571	\$ (18,840)	\$ 55,731
59	First	124.9	113	14,115	\$ 6.1266	\$ 86,476	\$ (21,848)	\$ 64,629
60	Veolia	377.4	251	94,727	\$ 7.5169	\$ 712,056	\$ (185,703)	\$ 526,354
67	First	379.0	251	95,129	\$ 6.1266	\$ 582,820	\$ (129,378)	\$ 453,442
80	Veolia	145.9	251	36,621	\$ 7.5169	\$ 275,276	\$ (85,636)	\$ 189,639
90	Veolia	205.9	251	51,681	\$ 7.5169	\$ 388,480	\$ (118,296)	\$ 270,185
106	Veolia	84.7	15	1,271	\$ 7.5169	\$ 9,550	\$ (2,134)	\$ 7,416
106	Veolia	61.2	236	14,443	\$ 7.5169	\$ 108,568	\$ (24,258)	\$ 84,310
122	Veolia	62.5	251	15,688	\$ 7.5169	\$ 117,921	\$ (13,555)	\$ 104,367
138	Veolia	73.8	251	18,524	\$ 7.5169	\$ 139,242	\$ (20,325)	\$ 118,916
170	Veolia	252.3	251	63,327	\$ 7.5169	\$ 476,025	\$ (92,139)	\$ 383,886
186	Veolia	162.9	251	40,888	\$ 7.5169	\$ 307,350	\$ (35,081)	\$ 272,269
<b>Total Weekday</b>		<b>2,346.8</b>		<b>540,938</b>		<b>\$ 3,782,884</b>	<b>\$ (825,300)</b>	<b>\$ 2,957,583</b>
51	First	167.0	52	8,684	\$ 6.1266	\$ 53,204	\$ (8,236)	\$ 44,967
59	First	361.9	29	10,495	\$ 6.1266	\$ 64,300	\$ (16,245)	\$ 48,055
59	First	379.8	23	8,735	\$ 6.1266	\$ 53,519	\$ (13,521)	\$ 39,998
60	Veolia	179.7	52	9,344	\$ 7.5169	\$ 70,241	\$ (18,319)	\$ 51,922
67	First	309.7	52	16,104	\$ 6.1266	\$ 98,666	\$ (21,902)	\$ 76,763
80	Veolia	65.4	52	3,401	\$ 7.5169	\$ 25,563	\$ (7,953)	\$ 17,611
90	Veolia	111.7	52	5,808	\$ 7.5169	\$ 43,661	\$ (13,295)	\$ 30,366
106	Veolia	229.1	4	916	\$ 7.5169	\$ 6,888	\$ (1,539)	\$ 5,349
106	Veolia	172.3	48	8,270	\$ 7.5169	\$ 62,168	\$ (13,891)	\$ 48,277
122	Veolia	54.7	52	2,844	\$ 7.5169	\$ 21,381	\$ (2,458)	\$ 18,923
138	Veolia	33.5	52	1,742	\$ 7.5169	\$ 13,094	\$ (1,911)	\$ 11,183
170	Veolia	221.9	52	11,539	\$ 7.5169	\$ 86,736	\$ (16,789)	\$ 69,947
186	Veolia	148.0	52	7,696	\$ 7.5169	\$ 57,850	\$ (6,603)	\$ 51,247
<b>Total Saturday</b>		<b>2,434.7</b>		<b>95,581</b>		<b>\$ 657,271</b>	<b>\$ (142,662)</b>	<b>\$ 514,609</b>
51	First	167.0	63	10,521	\$ 6.1266	\$ 64,458	\$ (9,979)	\$ 54,480
59	First	361.9	39	14,114	\$ 6.1266	\$ 86,472	\$ (21,846)	\$ 64,625
59	First	379.8	24	9,115	\$ 6.1266	\$ 55,845	\$ (14,109)	\$ 41,737
60	Veolia	179.7	63	11,321	\$ 7.5169	\$ 85,100	\$ (22,194)	\$ 62,906
67	First	309.7	63	19,511	\$ 6.1266	\$ 119,537	\$ (26,536)	\$ 93,002
80	Veolia	65.4	63	4,120	\$ 7.5169	\$ 30,971	\$ (9,635)	\$ 21,336
90	Veolia	111.7	63	7,037	\$ 7.5169	\$ 52,897	\$ (16,108)	\$ 36,790
106	Veolia	110.6	63	6,968	\$ 7.5169	\$ 52,376	\$ (11,703)	\$ 40,673
122	Veolia	54.7	63	3,446	\$ 7.5169	\$ 25,904	\$ (2,978)	\$ 22,926
138	Veolia	33.5	63	2,111	\$ 7.5169	\$ 15,864	\$ (2,316)	\$ 13,549
170	Veolia	112.0	63	7,056	\$ 7.5169	\$ 53,039	\$ (10,266)	\$ 42,773
186	Veolia	148.0	63	9,324	\$ 7.5169	\$ 70,088	\$ (8,000)	\$ 62,088
<b>Total Sun/Holiday</b>		<b>2,034.0</b>		<b>104,644</b>		<b>\$ 712,552</b>	<b>\$ (155,668)</b>	<b>\$ 556,884</b>
<b>Total</b>		<b>6,815.5</b>		<b>741,163</b>		<b>\$ 5,152,707</b>	<b>\$ (1,123,630)</b>	<b>\$ 4,029,077</b>



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jim Colson, Deputy City Manager

SUBJECT: **DISCOUNT PRESCRIPTION CARD PROGRAM**

### *Purpose*

---

This is a request for City Council to enter into a professional services agreement with Financial Marketing Concepts, Inc. to implement their discount prescription card program, the Coast2Coast Rx Card. The program will enable Glendale residents to receive discounts on prescriptions and other medical services. The agreement is for an initial one year term with an annual option to renew for four additional years.

### *Council Strategic Goals or Key Objectives Addressed*

---

This item addresses Council's goal of one community with high-quality services for citizens by offering a program which will provide citizens the opportunity to save money on their prescriptions.

### *Background*

---

In September 2011, a Request for Proposals (RFP) was released to find a qualified vendor to implement and manage a discount drug card program in Glendale. Financial Marketing Concepts, Inc. was selected from the two responses received. Financial Marketing Concepts, Inc. currently manages prescription discount card programs for 110 county and city governments across the country commonly known as the Coast2Coast Rx Card discount program. Locally, Financial Marketing Concepts, Inc. began this program with the City of Phoenix in November 2010. The discount prescription card program will help residents in Glendale save money on their prescription medications if their prescriptions are not covered by insurance or other medical services. In addition, the program provides discounts for other medical services such as dental, vision, hearing, as well as lab and imaging tests. The card also provides discounts for many pet prescriptions as well.

Residents will be able to sign up for and receive the prescription cards at 44 participating pharmacies throughout the city, as well as at any other locations that the city chooses, such as libraries, parks and recreation centers, city-owned golf pro shops, city hall, and other public facilities, such as the Community Action Program office. The city will coordinate with Coast2Coast Rx on outreach and publicity to make Glendale residents aware of the program.

The city will refer any program questions or issues to Coast2Coast Rx Card and will also notify them when cards at any of the city locations need to be restocked.

### *Previous Council/Staff Actions*

---

On May 1, 2011, Council provided direction to staff to move forward with a request for proposal process for a prescription card program.

This item was discussed at the March 2, 2010, and December 7, 2010, City Council Workshops under Council Items of Special Interest.

On November 17, 2009, Councilmember Joyce Clark brought this forward as a Council Item of Special Interest.

### *Community Benefit*

---

The Coast2Coast Rx Card discount program will have a great benefit for residents of Glendale as it will help reduce the cost of prescriptions and other medical services. This will be especially beneficial for those who may either have inadequate insurance or are struggling financially and have difficulty with the cost of their prescriptions.

### *Budget Impacts & Costs*

---

There is no budgetary impact or cost to the City of Glendale for the Coast2Coast Rx Card discount program. For each prescription filled using a Glendale prescription card, the city will receive \$1.25. Once the program is implemented, the city will receive approximately \$3,000 a month in revenues. These funds will be deposited into the General Fund.

### *Recommendation*

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Authorize the City Manager to enter into a professional services agreement with Financial Marketing Concepts, Inc., and further authorize the City Manager to extend the agreement, at his discretion, in accordance with its terms.

  
Ed Beasley  
City Manager



# Attachment Memorandum

---

DATE: 01/24/2012

TO: Ed Beasley, City Manager

FROM: Jim Colson, Deputy City Manager

SUBJECT: DISCOUNT PRESCRIPTION CARD PROGRAM

---

1. Agreement

**AGREEMENT FOR  
PRESCRIPTION DRUG DISCOUNT CARD PROGRAM  
City of Glendale Solicitation No. 12-04**

This Agreement for Prescription Drug Discount Card Program ("Agreement") is effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and entered into between City of Glendale, an Arizona municipal corporation ("City"), and Financial Marketing Concepts, Inc., a Florida corporation, authorized to do business in Arizona ("Contractor").

**RECITALS**

- A. City intends to enter into an Agreement to create, manage and operate a Prescription Drug Discount Card Program as set forth in the Program Description, **Exhibit A**, pursuant to Solicitation No. 12-04 (the "Program");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Program attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Key Personnel; Subcontractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Program is completed timely, run smoothly, and efficiently, and consistent with Program requirements, including, but not limited to, working in close interaction and interfacing with City, its designated employees, and other contractors or consultants, retained by City.
- 1.2 Program Team.
  - a. *Program Manager.*
    - i. Contractor will designate an employee as Program Manager with sufficient training, knowledge, and experience to, in City's option, manage, and complete the Program and handle all aspects of the Program such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement; and
    - ii. City must approve the designated Program Manager.
  - b. *Program Team.*
    - i. The Program Manager and all other employees assigned to the program by Contractor will comprise the "Program Team."
    - ii. Program Manager will have responsibility for and will supervise all other employees assigned to the Program by Contractor.

c. *Discharge, Reassign, Replacement.*

- i. Contractor acknowledges the Program Team is comprised of the same persons and roles for each as may have been identified in the response to the Program's solicitation.
- ii. Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Program who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- iii. Contractor will change any of the members of the Program Team at City's request if an employee's performance does not equal or exceed the level of competence that City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Program.

2. **Contractor's Work.**

2.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for programs that are equivalent in size, scope, quality, and other criteria under the Program and identified in this Agreement.

2.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, and other standards and criteria designated by City.

3. **Compensation.** Contractor will compensate City \$1.25 for each generic and/or brand name prescription filled for which Contractor received payment, whether the prescription is filled at a pharmacy or through a mail order prescription service.

4. **Payment.** Payment of all revenues will be made on a monthly basis to City beginning approximately 90 days from the execution of the Agreement. Following the initial payment for revenues from the first 90 days, a payment will be due by the 15th of every month for the prior month. Payments will be based on the final revenue plan accepted by City for the Program.

5. **Revenue Plan.** Contractor will utilize a revenue structure with City whereby City receives revenue from prescriptions filled through the Program. Payment to City will be generated by Program utilization, with City receiving a stated fee for each prescription filled as outlined in Compensation, **Exhibit B**. Contractor shall clearly outline to City how different parties involved in the process (Contractor, City, pharmacy and any other involved businesses) are receiving payment through the Program.

6. **Billings and Payment.** Payment of all revenues will be made on a monthly basis to City with a date that is approximately 90 days from the execution of the Agreement. Following the initial payment for revenues from the first 90 days, a payment will be due by the 15th of every month for the prior month. Payments will be based on the final revenue plan accepted by City for the Program.

7. **Financial Records and Audits.** Contractor will maintain thorough financial records of its activities in accordance with generally accepted accounting principles. The City or an independent audit firm that is mutually agreed upon by both parties reserves the right to audit the records of Contractor once each year of the Agreement term or at its convenience. Contractor will pay to the City the cost of executing the required audit. Contractor will make available all sales records and posting information required to perform such an audit. The City reserves the right to execute physical audits of the Contractor's posting to verify prescription drug discount card revenues at any time during the term of this Agreement.

8. **Time Required to Become Fully Operational.** From the date the Agreement is signed with the City, Contractor will have its Program fully implemented and operational within four (4) weeks. This includes all cards and other marketing materials printed, cards distributed to all pickup locations and participating pharmacies, and a fully functional, user-friendly website, as well as fully trained customer service specialists, including bilingual support.

9. **Termination.**

- 9.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.
- 9.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

10. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

11. **Insurance.**

11.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. *Contractor and Subcontractors.* Contractor, and each Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. *General Liability.*
  - i. Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - ii. Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - iii. This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by City, and a separation of insurance provision.
  - iv. These limits may be met through a combination of primary and excess liability coverage.
- c. *Auto.* A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Subcontractors and covering owned, non-owned and hired automobiles.
- d. *Workers' Compensation and Employer's Liability.* A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. *Notice of Changes.* Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - i. Cancellation or termination of Contractor or Subcontractor's Policies;
  - ii. Reduction of the coverage limits of any of Contractor or Subcontractor's Policies; and
  - iii. Any other material modification of Contractor or Subcontractor's Policies related to this Agreement.
- f. *Certificates of Insurance.*
  - i. Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Subcontractor's Policies, which will confirm the existence or issuance of

Contractor and Subcontractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Subcontractor's Policies in accordance with the provisions of this section.

- ii. City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Subcontractor's Policies, or to examine Contractor and Subcontractor's Policies, or to inform Contractor or Subcontractor in the event that any coverage does not comply with the requirements of this section.
  - iii. Contractor's failure to secure and maintain Contractor Policies and to assure Subcontractor policies as required will constitute a material default under the Agreement.
- g. *Other Contractors or Vendors.*
- i. Other contractors or vendors that may be contracted with in connection with the Program must procure and maintain insurance coverage as is appropriate to their particular contract.
  - ii. This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. *Policies.* Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- i. The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - ii. All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

#### 11.2 Subcontractors.

- a. Contractor must also cause its Subcontractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Subcontractor if City is satisfied the amounts required are not commercially available to the Subcontractor and the insurance the Subcontractor does have is appropriate for the Subcontractor's work under this Agreement.
- c. Contractor and Subcontractors must provide to City proof of the Required Insurance whenever requested.

#### 11.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or

other person or firm employed by Contractor), whether sustained before or after completion of the Program.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

**12. Immigration Law Compliance.**

- 12.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 12.2 Any breach of warranty under subsection 12.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 12.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 12.1 above.
- 12.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 12.1 above. Contractor agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 12.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of City.
- 12.6 Contractor's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 12.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**13. Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

**14. Notices.**

- 14.1 Communication. A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - i. Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
  - ii. As of the next business day after receipt, if received after 5:00 p.m.; and
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

14.2 Representatives.

- a. *Contractor.* Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Program, and his or her address for Notice delivery is:

Financial Marketing Concepts, Inc.  
 c/o Edward W. Rahn  
 100 Executive Way, Suite 214  
 Ponte Verda Beach, Florida 32082

- b. *City.* City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
 c/o Matt Cohrs  
 Neighborhood Partnership Administrator  
 5850 West Glendale Avenue, Second Floor  
 Glendale, Arizona 85301  
 623-930-2033

*With required copy to:*

City Manager  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

City Attorney  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

- c. *Concurrent Notices.*
  - i. All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - ii. A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - iii. City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. *Changes.* Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**15. Entire Agreement; Survival; Counterparts; Signatures.**

- 15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Program or this Agreement.
- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
  - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- 15.2 Interpretation.
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
  - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
  - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Program, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**16. Term.** The term of this Agreement commences upon the effective date and continues for a one-year initial period. City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the 30 day Agreement renewal period. There are no automatic renewals of this Agreement.

**17. Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with **Exhibit C**. The final determination will be made by City.

**18. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Program Description
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the effective date shown above.

City of Glendale, an Arizona municipal  
corporation

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Ed Beasley, City Manager

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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City Attorney

Financial Marketing Concepts, Inc.,  
a Florida corporation

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Edward W. Rahn, President

**EXHIBIT A**

**RFP NO. 12-04**

**PRESCRIPTION DRUG DISCOUNT CARD PROGRAM**

**PROGRAM DESCRIPTION**

*[see attached]*

## EXHIBIT A

### RFP NO. 12-04

### PRESCRIPTION DRUG DISCOUNT CARD PROGRAM

#### PROGRAM DESCRIPTION

1. **Program Creation/Maintenance.** Financial Marketing Concepts, Inc. (“Contractor”) agrees to create, manage and operate a Prescription Drug Discount Card Program (“Program”) for the benefit of the citizens of the City of Glendale (“City”). There will be no required cost to City, nor will City provide any funds for administration of this Program.
2. **Program Discount Card.** Contractor will provide a discount card for the public, at no cost, allowing cardholders to buy prescription drugs under an open formulary at a discount off retail price at participating pharmacies and chain grocery stores. The discount card will have an identifier, such as a number or code that clearly ties it to the City for revenue-tracking purposes. There will be no application or service fee for participants acquiring and/or using this discount card. In addition, there will be no requirement for personal information or an application in order to use the discount card.
3. **Program Materials.** Contractor will design, print, deliver, stock and manage all associated collateral materials, including brochures, handouts, flyers, memos and any other material deemed reasonable by City. The design, content and location of all materials will be at the full discretion of the City. All content/materials must receive prior approval from the City before release to the public. All program information and materials must be available in English and Spanish.
4. **Display Sites.** Contractor will place cards and marketing materials for public access at various City locations. All marketing locations must receive prior approval by City.
5. **Display Items.** Contractor will manage all display devices required to hold printed materials. Contractor must replace vandalized or damaged display devices within a reasonable time to be determined by City at Contractor’s cost. All maintenance of the display sites will be the sole responsibility of the Contractor.
6. **Website/Toll-Free Phone Number.** Contractor will create, maintain, staff and monitor a user-friendly website and toll-free, customer service phone number for participants. All content must receive prior approval from the City before posting on Contractor’s website.
7. **Innovative Marketing Plan.** Contractor will provide an innovative marketing plan and associated materials, including additional marketing options beyond City sites where discount cards will be available at predetermined, mutually agreed upon locations. This may include options for people to receive a discount card by providing a request in writing, electronically, by telephone or other available methods. Locations and methods of delivery will require the prior written consent of the City at no cost to City.
8. **Maintenance/Restocking Schedule.** Prior to Program launch, Contractor will provide a schedule of maintenance and restocking for all materials to be made available to the public. Contractor is encouraged to use environmentally friendly materials whenever possible.
9. **Pharmacy Relationships.** Contractor will negotiate and manage all relationships with pharmacies and related organizations as part of the Program. The City will deal directly with the Contractor on all requests and issues that arise.
10. **Pharmacy Notification.** Contractor will maintain a system and provide City with a proposed methodology for notifying participating pharmacies or other entities of pricing, and for adjudicating, reconciling, invoicing and collecting amounts owed or due.

11. **Communication with the Public.** Contractor will demonstrate a way of effectively communicating consistent information on discounts, pricing, etc. to its participating pharmacies and other entities involved in the Program. This methodology will allow the public to receive information on the accurate pricing/discounts and ultimately pay with accurate pricing/discounts at the pharmacy.
12. **Discounted Prices.** Contractor will ensure that the discounted prices on drugs and any services offered through the Program are passed on to cardholders at the point of sale. No added fees or costs may be added at the cash register. As such, close monitoring of participating pharmacies and other entities must be carried out by the Contractor.
13. **Dispensed as Written.** Contractor will ensure prescriptions are dispensed as written. No deals or agreements may be made that could potentially interfere with doctor, patient, and/or pharmacy relationships. There may be no switching or substituting of medications (including generics) through the Program unless approved by the physician.
14. **Reporting.** Contractor will produce and provide the City with monthly and ad-hoc reports. Whether hard copy, electronic or otherwise, report formats will be determined by the City. The monthly and ad-hoc reports will be provided by a due-date to be determined reasonable by the City based on Contractor's ability to acquire the required data. Reports shall include, at minimum, the following information and statistics on the Program:
  - 14.1 Total number of cardholders who have utilized the discount card.
  - 14.2 Percentage of those who have used the card in the past it in the monthly reporting period.
  - 14.3 Total prescriptions filled, with separate totals for brand and generic prescriptions filled.
  - 14.4 Monthly revenue generated for the City, Contractor, pharmacy and any other business involved in the Program.
  - 14.5 Percentage of total prescriptions filled and the delivery method (e.g., counter sale, mail order or other option).
  - 14.6 Total savings for cardholders off retail price.
  - 14.7 Average total savings per prescription, with separate totals for brand and generic prescriptions.
  - 14.8 Utilization report showing the top 50 prescriptions filled for each of the brand and generic prescription drugs available under the Program.
  - 14.9 List of the prescription drugs available under the Program that offer the best savings to cardholders.
  - 14.10 List of all participating pharmacies.
  - 14.11 Estimated enrollment, utilization and savings by zip code.
15. **Cardholder/Customer Service Plan.** Contractor will facilitate a customer service plan that provides a methodology for addressing cardholder concerns and questions. All time and personnel required for such service will be provided solely by the Contractor. However, the customer/cardholder service plan will include opportunities and a methodology for City staff to receive background information so long as it does not violate the Health Insurance Portability and Accountability Act (HIPAA) of 1996 on the Program from the Contractor at the City's request.
16. **Materials Removal.** Within 30 days of notification, Contractor will, at its own expense, add, remove, and/or alter all marketing Program materials or media, if directed to do so by City.
17. **Information System.** Contractor will maintain information system capabilities, including privacy and security capabilities to ensure compliance with HIPAA.

18. **Compliance with Laws and Regulations.** Contractor will comply with all requirements of HIPAA, as well as any and all federal, state and local regulations that are applicable to the Contractor's operations.

### **RESPONSIBILITIES OF THE CITY**

1. **Citywide Staff Liaison.** City will provide a citywide staff liaison/contact for the Program.
2. **Locations List.** City will provide access and space during business hours at not less than ten (10) various City locations to serve as display sites. City will provide the opportunity to make discount cards available through City's website and in the *Glendale Connection* (a monthly publication included in City's water bills).
3. **Locations.** The City will make available certain locations where citizens can obtain discount cards and Program materials which might include:
  - 3.1 Glendale Public Libraries – 1.5 million visitors per year to three sites.
  - 3.2 Parks & Recreation Community Centers – 421,945 visitors per year to three sites.
  - 3.3 City-owned Golf Pro Shops – 55,354 rounds of golf played last year on two (2) golf courses.
  - 3.4 City-owned housing units – Approximately 4,444 people at three main complexes, including Section 8.
  - 3.5 Development Services/Planning Customer Service Counters at City Hall – 11,893 visitors per year.
  - 3.6 Business License Customer Service Counter at City Hall – 15,000 visitors per year.
  - 3.7 Glendale Convention and Visitors Bureau – 15,000 visitors per year.
  - 3.8 Neighborhood Services Department Contacts – 370 residential contacts.
4. **Additional Locations.** Other locations may be added or removed, at City's discretion, throughout the term of the Agreement.

EXHIBIT B

RFP NO. 12-04

PRESCRIPTION DRUG DISCOUNT CARD PROGRAM

COMPENSATION PLAN

1. **Forecast Revenue, Estimate of Number of Residents Using the Program, and Estimate of Average Number of Prescriptions filled.** A City with a population comparable to that of the City (approximately 250,000) can expect the following revenue, based on an anticipated usage rate by its residents of one-half of one percent in the first month; one percent in month six, and one and one-half percent in month twelve.

<u>Month One</u>	<u>Month Six</u>	<u>Month Twelve</u>	<u>Per Net Paid Claim</u>
\$1,096.87	\$2,193.75	\$3,290.63	\$1.25

2. **Compensation Plan.** Contractor will compensate the City for the exclusive right to the Program, including a statement that there will be no required cost to the City. Contractor will provide a breakdown of the compensation formula to be used related to each prescription filled by a participant using a City coded or numbered discount prescription card which will, specifically, indicate the percentage or fee related to the prescription that will be paid to the City.
3. **Royalty.** Contractor will compensate the City by offering a royalty of **One Dollar and Twenty-five Cents (\$1.25)** for every prescription filled by City-residents under its unique Group Code ("GLENDALE") that result in a net paid claim on a monthly residual basis. This includes prescriptions filled in the City, surrounding Maricopa County, or anywhere in the United States, Puerto Rico or Guam where a City card is used at a participating pharmacy.
4. **Dispensing Fee.** All parties involved in the business of the Program receive their revenue through a "dispensing fee" paid by a pharmacy at the time a prescription is filled. Dispensing fees are paid on filled prescriptions, whether they are filled using an insurance plan, a discount card, or paid for in cash. The dispensing fee has already been figured into the cost of doing business and does not increase the price of the medication to City residents.
5. **Date of Payment.** Payment will be made to the City the month following when prescriptions begin to be filled under its unique group code. Generally, this happens immediately after a press conference with the local media. This means, that if implementation is completed in the month of October, City will receive a check for October usage at the end of November, and monthly thereafter for each preceding month.
6. **No Cost to the City.** There will be absolutely no cost to the City, and no city personnel time will be required to operate and maintain the program, other than a City official attending a press conference to announce the launch of the Program, and a minimal amount of time to receive and deposit monthly royalty checks.
7. **Advertising.** Additionally, Contractor will pay costs associated with certain types of advertising and postage for mail outs in utility bills.

## EXHIBIT C

### RFP NO. 12-04

#### PRESCRIPTION DRUG DISCOUNT CARD PROGRAM DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

ORDINANCE NO. 2797 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, ARTICLE 2 (DEFINITIONS AND RULES OF CONSTRUCTION), ARTICLE 3 (ADMINISTRATION), ARTICLE 5 (ZONING DISTRICTS AND BOUNDARIES), ARTICLE 6 (OVERLAY DISTRICT REGULATIONS), AND ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS) PERTAINING TO CELL TOWERS, OFFICE MONUMENT SIGNS, EXPANDED NOTICE REQUIREMENTS, VARIANCE REQUIREMENTS, AND COLOR CHANGES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the Zoning Ordinance of the City of Glendale, Arizona, is hereby amended as more fully set forth in that certain document known as "Zoning Text Amendment ZTA09-01," three copies of which are on file in the office of the City Clerk, which was made a public record by Resolution No. 4536, New Series, and is hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance or Zoning Text Amendment ZTA09-01 is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. That the "Zoning Text Amendment ZTA09-01" shall become effective thirty (30) days after adoption and approval of this ordinance by the Glendale City Council.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jon M. Froke, AICP, Planning Director

SUBJECT: **ZONING TEXT AMENDMENT - ZTA09-01:  
(ORDINANCE) (PUBLIC HEARING REQUIRED)**

### *Purpose*

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This is a request for City Council to conduct a public hearing and adopt an ordinance for Zoning Text Amendment ZTA09-01.

### *Council Strategic Goals or Key Objectives Addressed*

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The proposed Zoning Text Amendment is consistent with Council's goal of one community with strong neighborhoods by increasing the public notification area requirements for General Plan Amendments, Rezoning, and Conditional Use Permits and with Council's goal of one community with high-quality services for citizens by providing clarity in the Zoning Ordinance.

This request supports Council's goal of one community with a vibrant city center by ensuring exterior color changes on commercial buildings are included in the list of items considered during the design review process, and with Council's goal of one community with quality economic development by permitting monument signs in office districts that are taller and allow more tenant names.

### *Background*

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The Zoning Text Amendment consists of a number of components that have been discussed with the Planning Commission.

Staff is proposing that the required public notice area be increased from 300 to 500 feet for General Plan Amendments, Rezoning, and Conditional Use Permit applications, which will enhance citizen participation efforts.

Wireless communication continues to gain in popularity. More people use these devices for telephone, e-mail communication, text messaging, and data sharing. This has required wireless providers to expand their networks. Additional wireless facilities are needed to accommodate greater demand. Staff is proposing to eliminate Conditional Use Permit approval for new monopoles, monopines, and monocactus when cell towers are proposed on sites, which are more than 200 feet from residential zoned property.

To encourage the expansion of visually attractive commercial developments, staff is proposing exterior color changes on commercial buildings be included in the Design Review process for repainting buildings constructed prior to 1983 a new color, which contrasts with existing businesses and the character of the area.

Freestanding monument signs in office districts are proposed to increase the permitted height from five feet to ten feet, and to increase the number of business names on signs from three to nine.

## *Previous Council/Staff Actions*

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Planning Commission recommended approval of this Zoning Ordinance Text Amendment at their June 2, 2011 regular meeting.

An internal review team with representatives from Building Safety, City Attorney's Office, Code Compliance, Development Services, Economic Development, and Planning discussed changes to the zoning ordinance.

In 2009, staff attended all City Code Review Committee meetings to discuss and provide updates.

## *Community Benefit*

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The proposed Zoning Ordinance Text Amendment will apply citywide, thus benefiting all areas of the city.

The proposed amendments will contribute to a more attractive city, provide clarity, and enhance customer service, citizen participation efforts, and economic development.

## *Public Input*

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A Notice of Public Hearing was published in *The Glendale Star* on January 5, 2012, for the January 24, 2012 City Council public hearing. Notification postcards of the public hearing were mailed to citywide interested parties on January 5, 2012. On January 5, 2012, an e-mail notification was sent to all stakeholders who participated in the process.

The Planning Commission held a public hearing on the proposed Zoning Ordinance Text Amendment on June 2, 2011 and took public testimony at that time. There was no opposition from the public.

A Notice of Public Hearing was published in *The Glendale Star* on May 12, 2011, for the June 2, 2011 Planning Commission public hearing. Notification postcards of the public hearing were mailed to citywide interested parties on May 12, 2011. On May 16, 2011, an e-mail notification was sent to all stakeholders who participated in the process.

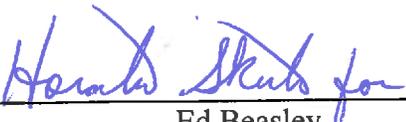
As part of the Citizen Participation Plan, notification letters were mailed to citywide interested parties on May 14, 2009. The Planning Department did not receive any response regarding the request.

A total of six meetings were held with various stakeholder groups as identified by the Planning Department. Input received was favorable. From those meetings, an e-mail notification list was developed and those on the list were contacted when updates to the text amendment were available for comments.

### *Recommendation*

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Conduct a public hearing, waive reading beyond the title, and adopt an ordinance for Zoning Text Amendment ZTA09-01 as recommended by Planning Commission.

  
\_\_\_\_\_  
Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012

TO: Ed Beasley, City Manager

FROM: Jon M. Froke, AICP, Planning Director

SUBJECT: ZONING TEXT AMENDMENT - ZTA09-01: (ORDINANCE)  
(PUBLIC HEARING REQUIRED)

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1. Ordinance
2. Proposed Zoning Text Amendment
3. Excerpt of the Minutes of the Planning Commission Meeting of June 2, 2011
4. Planning Department Staff Report

## ZONING TEXT AMENDMENT ZTA09-01

[Additions are indicated by **bold print**; deletions by ~~strikeout~~.]

Add to Section 2.300 Definitions:

Alternative Design Tower: Artificial trees, **cactus**, clock towers, and similar non-traditional structures that are compatible with the existing setting or structures and camouflage or partially conceal the presence of antennas or towers. This includes any antenna or antenna array attached to the alternative design structure.

\*\*\*\*\*

Section 3.103.E.5. Board of Adjustment should be amended to read:

3.103.E.5. To exercise powers of the Airport Board of Adjustment pursuant to Arizona Revised Statutes Section 28-~~8473-8471~~ et seq. **or as may be amended from time to time.**

\*\*\*\*\*

Section 3.525.B.2 – Amendments to the General Plan – Text and Maps Public Notice should be amended to read:

3.525.B.2. All property owners within ~~three-hundred (300)~~ **five hundred (500)** feet of the exterior boundaries of the property subject to the application as shown on the last assessment of the property shall be sent notice by first class mail, postmarked at least fifteen (15) days prior to the date of the scheduled public hearing.

\*\*\*\*\*

Section 3.602 – Design Review When Review is Required should be amended by adding a new Section 3.602.H.:

**3.602.H. Any change to the exterior color of the building.**

\*\*\*\*\*

Section 3.603 – Design Review Minor Design Review and Waiver of Design Review should be amended to read:

Section 3.603. Minor Design Reviews and Waiver of Design Review.

Some projects such as single residences, may not need a complete review in accordance with Sections 3.604 and Sections 3.605 even though one (~~4~~) of the ~~seven (7)~~ **eight (8)** requirements of Section 3.602 is met. The Planning Director may waive full Design Review if it is determined that such review will not further the purpose of this section.

\*\*\*\*\*

Section 3.700 – Variances and Appeals can be restored to the zoning ordinance as it was written pre-2006 with a few amendments:

Reviewing the pre-2006 language, **Section 3.701. General** can be restored to the zoning ordinance as written.

**3.701. General.**

**Appeals to the Board of Adjustment, set forth in Section 3.103.E. may be made by any person aggrieved or by any officer, department, or Board of the City affected by any decision or interpretation made by the Planning Director while administering this ordinance. A variance from the terms of this ordinance may be requested by any person or their authorized agent, having an interest in the real property affected by the request.**

**Section 3.702. Application** can be restored to the zoning ordinance as it was written pre-2006, with the addition of one new paragraph:

**3.702. Application.**

**Applications shall conform with the provisions of Section 3.300. Appeals and variance requests shall be made on an application form specifying grounds for the appeal or variance, with other requested documentation as specified by the Planning Director, and the appropriate fee. An application for an appeal of any decision or interpretation made by the Planning Director shall be filed with the Planning Department within thirty (30) calendar days of the date of the decision or interpretation. After the Planning Department has determined that an application is complete, a public hearing with the Board of Adjustment will be scheduled. Any variance application, required fees and other documentation being submitted due to a pending enforcement action by the City shall be completed and filed with the Planning Department within sixty (60) calendar days of the date on the violation notice.**

**Section 3.703. Effect of Application** can be restored to the zoning ordinance as it was written pre-2006.

**3.703. Effect of Application.**

**Any variance or appeal application, unless otherwise provided by law, shall stay all proceedings in the manner appealed from, unless the Planning Director certifies that a stay would cause imminent peril to life or property. In such cases, proceedings will not be stayed except by a restraining order granted by the Board of**

**Adjustment, or by a court of record on application and noticed to the Planning Director.**

**Section 3.704. Public Notice** can be restored to the zoning ordinance as it was written pre-2006.

**3.704. Public Notice.**

**The Board of Adjustment shall hold at least one (1) public hearing on the application for variance and appeals. Prior to the public hearing, notice shall be provided as follows:**

- A. A notice shall be placed in the newspaper of general circulation of the area, or as may be designated by the City Council for legal public notices. The notice shall describe the type and nature of the request at least fifteen (15) days prior to the date of the scheduled hearing.**
- B. A notice shall be posted on or near the property in at least one (1) location on a form proscribed by the Planning Department for such public notice. The posted notice shall be placed on the property at least fifteen (15) days prior to the date of the scheduled public hearing. It shall not be the responsibility of the City to maintain the posting once erected.**
- C. A notice by first class mail shall be made to nearby property owners who are potentially affected as determined by the Planning Director.**
- D. Notwithstanding the notice requirements set forth in this section, the failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the action for which the notice was given.**

**Section 3.705. Findings for Appeals** can be restored to the zoning ordinance as it was written pre-2006.

**3.705. Findings for Appeals.**

**When considering an appeal of a decision or interpretation made by the Planning Director, the Board of Adjustment shall make its determination based on the following findings:**

- A. The Planning Director did or did not evaluate all relevant provisions of this Zoning Ordinance.**
- B. The Planning Director did or did not consider all relevant information related to the decision or interpretation.**
- C. The Planning Director's decision was in error.**

**If the Board of Adjustment determines that the decision or interpretation made by the Planning Director was made in error, the resulting decision by the Board shall not constitute an amendment to the ordinance by permitting a use which is not otherwise allowed, or waive the development standards of the zoning district in which the property is located.**

**Section 3.706. Findings for a Variance** can be restored to the zoning ordinance as it was written pre-2006.

**3.706. Findings for a Variance.**

- A. The purpose of a variance is to restore equity when, due to special circumstances or conditions, the ordinance restricts one (1) property more severely than other properties in the same zoning district. The circumstances or conditions must be beyond the control of the owner and relate to the property as opposed to the owner. Personal hardship or inconvenience does not justify a variance. The burden of proof is on the property owner.**
  
- B. The Board of Adjustment shall make the following findings based on the evidence in the record prior to granting a variance:**
  - 1. There are special circumstances or conditions applicable to the property including its size, shape, topography, location, or surroundings which were not self imposed by the owner;**
  
  - 2. Due to special circumstances, the strict application of the Zoning Ordinance would deprive the property of privileges enjoyed by other properties in the same classification in the same zoning district;**
  
  - 3. The variance is the minimum necessary to alleviate the property hardship; and**
  
  - 4. Granting the variance will not have a detrimental effect on the property, adjoining property, the surrounding neighborhood, or the city in general.**
  
- C. The Board of Adjustment shall not grant a variance when:**
  - 1. The special circumstances applicable to the property are self-imposed by the owner. This includes:**
    - a. a hardship that has been intentionally, knowingly, or recklessly created; or**
  
    - b. The failure of the owner to consider other reasonable alternatives which do not require a variance.**

2. **The variance would constitute a change to the uses permitted in any zoning district.**
3. **The variance would constitute a grant of special privileges inconsistent with the limitations on other properties in the zoning district.**

**Section 3.707. Conditional Approval** can be restored to the zoning ordinance as it was written pre-2006.

**3.707. Conditional Approval.**

**The Board of Adjustment may place conditions on the variance to assure that the adjustment authorized will not grant special privileges inconsistent with the limitations on other properties in the vicinity.**

**Section 3.708. Effective Date of the Variance or Appeal** is now numbered as Section 3.701. This section should be amended to read:

~~3.701~~ **3.708.** Effective Date of the Variance or Appeal.

The decision of the Board of Adjustment shall be final thirty (30) calendar days from the date of the public hearing unless an appeal is filed as provided for in this ordinance.

**Section 3.709. Appeal to Superior Court** is now numbered as Section 3.702. This section should be amended to read:

~~3.702~~ **3.709.** Appeal to Superior Court.

The City or any person aggrieved by a decision of the Board of Adjustment may within thirty (30) calendar days of the Board's decision, file a complaint for special action in Superior Court in accordance with A.R.S. 9-462.06(K) now in effect or as it may be amended from time to time.

**Section 3.710. Modification of a Variance** is now numbered as Section 3.703. This section should be amended to read:

~~3.703~~ **3.710.** Modification of a Variance.

Any alteration or expansion of a project for which a variance was approved shall comply with all current provisions and regulations of this Zoning Ordinance. Any request for modification or other change in conditions of approval of the variance shall be reviewed according to provisions of this article as a new application.

**Section 3.711. Revocation of a Variance** is now numbered as Section 3.704. This section should be amended to read:

~~3.704~~ **3.711.** Revocation of a Variance.

When provisions of this ordinance related to the variance, or conditions or stipulations, made a part of the variance approval, have not been satisfied, the variance may be revoked as follows:

The Board of Adjustment shall, by first class mail, notify the holder of the variance of its intention to hold a hearing to consider revocation of the variance. The notice shall be made at least fifteen (15) days prior to date of the scheduled hearing. At the hearing, the Board of Adjustment shall consider evidence from all interested parties, and after deliberation, may revoke the variance or take any actions as may be necessary to insure compliance with the regulations or conditions of the approved variance.

**Section 3.712. Re-application** is now numbered as Section 3.705. This section should be amended to read:

~~3.705~~ **3.712.** Re-application.

Where a variance or appeal has been denied, no application for a variance or appeal for the same or substantially the same issue on the same or substantially the same site shall be filed within one hundred eighty (180) days from the date of denial.

**Section 3.713. Applicability of the Variance** is now numbered as Section 3.706. This section should be amended to read:

~~3.706~~ **3.713.** Applicability of the Variance.

Except as may be otherwise stipulated or provided in this Zoning Ordinance, a variance granted pursuant to provisions of this article shall run with the land and continue to be valid upon a change of ownership of the site or structure which was subject to the variance.

\*\*\*\*\*

Section 3.806.B. – Amendments to the Zoning Ordinance – Text and Maps – Public Notice should be amended to read:

3.806.B. All property owners within ~~three hundred (300)~~ **five hundred (500)** feet of the exterior boundaries of the property subject to the application as shown on the last assessment of the property shall be sent notice by first class mail, postmarked at least fifteen (15) days prior to the date of the scheduled public hearing.

\*\*\*\*\*

Section 3.902.C. – Conditional Use Permits Application should be amended to read:

Section 3.902.C. A list of all owners of property within ~~three hundred (300)~~ **five hundred (500)** feet of the exterior boundaries of the project subject to the application. The list shall be accompanied by a map showing the location of these properties.

\*\*\*\*\*

Section 3.907.A. – Conditional Use Permits Appeal Procedure should be amended to read:

Section 3.907.A. The action of the Planning Commission may be appealed to the City Council by the applicant, any member of the City Council, the City Manager, or any property owner within ~~three hundred (300)~~ **five hundred (500)** feet of the property subject to the request. Such requests for appeal must be filed on an application form provided by the Planning Director with the appropriate fee, within fifteen (15) days following the date of the Planning Commission action.

\*\*\*\*\*

Section 3.920 F. - Establishing a Historic Preservation (HP) District should be amended to read:

3.920.F. The Historic Preservation Commission shall also review proposed exterior design guidelines for the district to ensure that distinctive features will be preserved and enhanced. The design guidelines shall also address height, proportions, scale, materials, relationship of building masses and spaces, roof shape, and site improvements, such as landscaping, parking, and signage, as they relate to the identity of the Historic Preservation District. Exterior paint colors ~~will not~~ **shall** be included in these guidelines. These guidelines shall be adopted at the time of designation.

\*\*\*\*\*

Section 5.103.D.-A-1 – Agricultural District - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- D. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600.
1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located

on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.123.E.- Rural Residential RR-90, RR-45 Rural Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- E. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600.
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.203.F.-Suburban Residential SR-30, SR-17, SR-12 Suburban Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- F. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600.
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.303.E.-Urban Residential R1-10, R1-8, R1-7 – Single Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- E. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600.
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.

2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.316. R1-6 – Single Residence Uses Subject to Conditions should be amended to add a new Section 5.316.E.:

**5.316.E. Wireless communication facilities, subject to Section 7.600.**

1. **Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.**
2. **Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.**

\*\*\*\*\*

Section 5.3182. R1-6 – Single Residence Design Review should be amended to add a new section 5.3182.C.:

**5.3182.C. All wireless communication facilities are subject to Design Review and must be consistent with wireless communication facilities design guidelines.**

\*\*\*\*\*

Section 5.323.F. R1-4 Single Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

5.323.F. Wireless communication facilities, subject to Sections ~~7.506~~ *and* 7.600

1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.413.E. R-2 – Mixed Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- E. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.423.C. R-3 – Multiple-Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Wall mounted antennas are permitted subject to applicable design guidelines.
  - 3. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.433.C. R-4 – Multiple-Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
  - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  - 2. Wall mounted antennas are permitted subject to applicable design guidelines.

3. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.443.C. R-5 – Multiple-Residence - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600
  1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Wall mounted antennas are permitted subject to applicable design guidelines.
  3. Alternative **tower** structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.503.C. RO – Residential Office - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600
  1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.523.B. CO - Commercial Office - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- B. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600
1. Building mounted antennas and roof top mounted antennas.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
  3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.524.F. CO - Commercial Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.524.F. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.524.G. CO - Commercial Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.524.G. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.523.H. CO – Commercial Offices - Uses Subject to Conditional Use Permit should be amended to read:

5.524.H. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ 7.600.

\*\*\*\*\*

Section 5.543.C. GO - General Office - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- C. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600
1. Building mounted antennas and roof top mounted antennas.

2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.544.B. GO - General - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.544.B. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.544.C. GO – General Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.544.C. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.544.D. GO – General Office - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.544.D. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600**.

\*\*\*\*\*

Section 5.612A. PR – Pedestrian Retail - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

Wireless communication facilities, subject to Sections ~~7.506 and~~ **7.600**

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

\*\*\*\*\*

Section 5.704.B. NSC – Neighborhood Shopping Center - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- B. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600
1. Building mounted antennas and roof top mounted antennas.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
  3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.705.C. NSC – Neighborhood Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.705.C. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.705.D. NSC – Neighborhood Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.705.D. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.705.E. NSC – Neighborhood Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.705.E. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ 7.600.

\*\*\*\*\*

Section 5.713.B. SC – Shopping Center - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

B. Wireless communication facilities, subject to Sections ~~7.506~~ and 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.714.H. SC – Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.714.H. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.714.I. SC – Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.714.I. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.714.J. SC Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.714.J. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.717. SC – Shopping Center Design Guidelines should be amended to add a new Section 5.717.D.:

**5.717.D. All wireless communication facilities are subject to Design Review and must be consistent with wireless communication facilities design guidelines.**

\*\*\*\*\*

Section 5.733.B. C-1 – Neighborhood Commercial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

B. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.734.C. C-1 – Neighborhood Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.734.C. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.734.D. C-1 – Neighborhood Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.734.D. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.734.E. C-1 – Neighborhood Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.734.E. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.753.C. C-2 – General Commercial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

C. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.754.S. C-2 – General Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.754.S. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.754.T. C-2 – General Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.754.T. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.754.U. C-2 – General Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.754.U. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.773.D. C-3 – Heavy Commercial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

D. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.774.C. C-3 – Heavy Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.774.C. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.774.D. C-3 – Heavy Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.774.D. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.774.E. C-3 – Heavy Commercial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.774.E. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.785.B. CSC – Community Shopping Center - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- B. Wireless communication facilities, subject to Sections ~~7.506~~ *and* 7.600
  1. Building mounted antennas and roof top mounted antennas.

2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.786.G. CSC – Community Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.786.G. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.786.H. CSC – Community Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.786.H. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.786.I. CSC – Community Shopping Center - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.786.I. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600**.

\*\*\*\*\*

Section 5.813. BP – Business Park - Uses Subject to Conditions – should be amended to read:

Wireless communication facilities, subject to Sections ~~7.506 and~~ **7.600**

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.814.G. BP – Business Park - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.814.G. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.814.H. BP – Business Park - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.814.H. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.814.I. BP – Business Park - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.814.I. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.843.B. M-1 – Light Industrial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

B. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600

1. Building mounted antennas and roof top mounted antennas.
2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.844.E. M-1 – Light Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.844.E. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.844.F. M-1 – Light Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.844.F. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.844.G. M-1 – Light Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.844.G. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Section 5.863.B. M-2 – Heavy Industrial - Uses Subject to Conditions – Wireless communication facilities should be amended to read:

- B. Wireless communication facilities, subject to Sections ~~7.506 and~~ 7.600
1. Building mounted antennas and roof top mounted antennas.
  2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.
  3. **Alternative design tower structure or monopole located more than two hundred (200) feet from all residentially zoned property.**

\*\*\*\*\*

Section 5.864.M. M-2 – Heavy Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.864.M. Wireless communication facilities – new monopole **located within two hundred (200) feet of residentially zoned property** or changes to existing tower subject to development standards in Table 3-A.

\*\*\*\*\*

Section 5.864.N. M-2 – Heavy Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.864.N. Wireless communication facilities – alternative design tower structure **located within two hundred (200) feet of residentially zoned property.**

\*\*\*\*\*

Section 5.864.O. M-2 – Heavy Industrial - Uses Subject to Conditional Use Permit – Wireless communication facilities should be amended to read:

5.864.O. Wireless communication facilities – alternative tower structure, otherwise not permitted under Section ~~7.506~~ **7.600.**

\*\*\*\*\*

Table 3-A Commercial/Employment Districts Wireless Communications Standards shall be amended to read as follows:

Table 3-A  
Commercial/Employment Districts Wireless Communications Standards

District	Subject to Conditional Use Permit	Maximum Height		Major Street Setback	<i>Residential Setback</i>
		Monopoles	Single user		
<i>RO</i>	<i>NP</i>				
CO	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
GO	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
<i>PR</i>	<i>NP</i>				
SC	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
C-1	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
C-2	X	50 feet	65 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
C-3	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
BP	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
M-1	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>
M-2	X	65 feet	80 feet	Minimum <del>150</del> 100 feet	<del>2 X tower height</del>

*NP – Not permitted*

\*\*\*\*\*

Section 6.402 – HP – Historic Preservation Effect of Historic Preservation (HP) Zoning Designation should be amended by adding a new Section 6.402.F.:

**6.402.F. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 6.504.A.7.1. – Special Use District Application Procedures should be amended as follows:

6.504.A.7.1. Elevations of all proposed structures **including a general description of architectural theme colors and type of exterior building materials for each structure or group of structures in the Special Use District.**

\*\*\*\*\*

Section 6.504.A.7 - Special Use District Application Procedures should be amended by adding a new Section 6.504.A.7.m.:

**6.504.A.7.m. The proposed architectural and site design concepts including style, colors, and types of materials.**

\*\*\*\*\*

Section 7.104.B.3.b. - Signs Permitted Permanent Signs Office Districts Freestanding Identification Signs – Height should be amended to read:

7.104.B.3.b. The sign shall not exceed a height of ~~five (5)~~ **ten (10)** feet.

\*\*\*\*\*

Section 7.104.B.3.h. - Signs Permitted Permanent Signs Office Districts Freestanding Identification Signs – Multi-tenant buildings and complexes should be amended to read:

7.104.B.3.h. Multi-tenant buildings and complexes. The sign may identify the name of the building or complex and the name of up to ~~three (3)~~ **eight (8)** businesses within the building or complex **for a total of nine (9) names**. ~~However, when a business name is included in the name of the complex, only two (2) additional businesses may be identified~~ Such sign shall not include any advertising copy.

\*\*\*\*\*

Section 7.109.D.7 – Signs Required Permits and Fees – application – inventory should be amended as follows:

7.109.D.7. Inventory of all existing signs on the property showing the type, dimensions, **design copy, colors, materials**, and location of each sign.

\*\*\*\*\*

Section 7.109.D.8. – Signs Required Permits and Fees – application – fully dimensioned plans - should be amended as follows:

7.109.D.8. Fully dimensioned plans and elevations showing the dimensions, design copy, **colors, materials**, and location of each proposed sign.

\*\*\*\*\*

Section 7.201.A – Landscaping, Buffering, Walls - Walls, should be amended as follows:

7.201.A. The developer of property in SC, C-1, NSC, C-2, CSC, C-3, BP, M-1, or M-2 districts which abuts any residential district must provide a wall with a minimum height of eight (8) feet along the abutting property line. The wall must be at least eight (8) inches thick and constructed of decorative block or

other finish **with design, materials, and color** approved by the Planning Director, consistent with the project and the adjoining residential area.

1. Any loading docks within one hundred (100) feet of a residential district must have a separate eight (8) foot high wall of similar materials to screen the dock area.
2. Any wall or fence exceeding six (6) feet in height requires approval of fence construction plans to ensure structural stability.

Section 7.201.B – Landscaping, Buffering, Walls - Walls, should be amended as follows:

7.201.B. The developer of properties in RO, CO, or GO districts, or any nonresidential use in any residential district which abuts any residential district, must provide a wall with a minimum height of six (6) feet along the abutting property line. The wall must be constructed of decorative block or other finish **with design, materials, and color** approved by the Planning Director, consistent with the project and the adjoining residential district.

Section 7.201.C – Landscaping, Buffering, Walls - Walls, should be amended as follows:

7.201.C. The developer of properties in the R-2, R-3, R-4, or R-5 districts which abut any A-1, SR, or R-1 districts must provide a wall with a minimum height of six (6) feet along the abutting property line. The wall must be constructed of decorative block or other finish **with design, materials, and color** approved by the Planning Director, consistent with the project and the adjoining residential district.

\*\*\*\*\*

Section 7.503 – Standards for Uses Subject to Conditions - Seasonal Sales and Special Events should be amended by adding a new Section 7.503.G.:

**7.503.G. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 7.504 – Standards for Uses Subject to Conditions - Subdivision Model Home Complexes should be amended by adding a new Section 7.504.D.:

**7.504.D. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 7.505 – Standards for Uses Subject to Conditions - Temporary Office or Construction Trailers should be amended by adding a new Section 7.505.D:

**7.505.D. Design Review is required as outlined in Section 3.600.**

\*\*\*\*\*

Section 7.506 Wireless Communication Facilities shall be deleted.

~~7.506 Wireless Communication Facilities~~

~~A. Rooftop Mounted Antennas.~~

- ~~1. Roof mounted antennas may exceed the maximum height of the zoning district but shall not extend more than ten (10) feet above the existing building height.~~
- ~~2. The antenna array scale and visibility shall be minimized.~~
- ~~3. Equipment shelters may locate on the building roof if screened from view of surrounding properties.~~

~~B. Building Mounted Antennas.~~

- ~~1. Antennas shall not extend above the height of the wall on which they are located or integrated.~~
- ~~2. Antennas shall not project more than twelve (12) inches from the existing building wall.~~
- ~~3. Equipment shelters may locate on the building roof if screened from view of surrounding properties.~~

~~C. Alternative Tower Structure.~~

- ~~1. The maximum additional height permitted by extension of an existing pole or by replacement pole is fifteen (15) feet.~~
- ~~2. The maximum increase in pole diameter from the existing pole by the replacement pole is fifty (50) percent.~~
- ~~3. The maximum width of the antenna array shall be four (4) feet.~~

\*\*\*\*\*

Section 7.600 Wireless Communication Facilities, including Section 7.601 General Provisions, Section 7.602 Monopoles, and Section 7.603 Amendments to Existing Monopoles, should be amended to read as follows:

**Section 7.600 Wireless Communication Facilities including Alternative Design Towers and Alternative Tower Structures.**

Section 7.601. General Provisions

- A. All wireless communication facilities shall have an identification plaque no larger than 12 inches by 12 inches permanently affixed which clearly identifies the name, address, and emergency phone number of the provider. No other identification or sign as defined by the Zoning Ordinance is permitted on monopoles or related facilities.
- B. The minimum setbacks for the zoning district shall apply to all towers, equipment shelters, and accessory buildings. The dimensions of the entire lot or parcel shall apply and not the dimensions of the leased area.
- C. Adequate screening from off-site views shall be required as determined at the time of Design Review.
- D. Any monopole, tower, or alternative tower structure which is not in use for six (6) months shall be removed by the property owner. The removal shall occur within ninety (90) days of the end of such (6) month period. If the alternative tower structure includes an extension or replacement of the original structure, the structure shall be returned to the original height and condition.

**E. Rooftop Mounted Antennas.**

- 1. **Roof mounted antennas may exceed the maximum height of the zoning district but shall not extend more than ten (10) feet above the existing building height.**
- 2. **The antenna array scale and visibility shall be minimized.**
- 3. **Equipment shelters may locate on the building roof if screened from view of surrounding properties.**

**F. Building Mounted Antennas.**

- 1. **Antennas shall not extend above the height of the wall on which they are located or integrated.**
- 2. **Antennas shall not project more than twenty (20) inches from the existing building wall.**

3. **Equipment shelters may locate on the building roof if screened from view of surrounding properties.**

**G. Alternative Tower Structure.**

1. **The maximum additional height permitted by extension of an existing pole or replacement pole is fifteen (15) feet.**
2. **The maximum increase in pole diameter from the existing pole by the replacement pole is fifty (50) percent.**
3. **The maximum width of the antenna array shall be four (4) feet.**

7.602. Monopoles.

- A. New monopoles must be separated by a minimum distance of ~~one-quarter (1/4)~~ **one-eighth (1/8)** mile from any other monopole.
- ~~B. Monopole must be setback from residential zoned properties a minimum distance of twice the height of the height of the tower.~~
- B. Monopoles must be setback from any arterial or major arterial street a minimum of one hundred ~~and fifty (150)~~ **(100)** feet.
- C. Monopole towers and antennas shall not be illuminated or display warning lights unless required by the Federal Aviation Administration or other federal or state authority.
- D. Any access road to a monopole site shall be paved.
- E. One (1) paved parking space shall be provided on site unless otherwise provided on adjacent property.
- F. All new monopoles over fifty (50) feet in height shall be constructed to allow for collocation by other wireless providers. The applicant shall demonstrate that the engineering of the tower and the placement of ground mounted facilities will not preclude other providers. The owner of the proposed tower must certify in writing that the tower will be available for use by other wireless communications providers on an economically reasonable and non-discriminatory basis.
- G. **Design review is required as outlined in Section 3.600.**

7.603. Amendments to Existing Monopoles.

- A. Existing monopoles include all wireless related monopoles or towers approved or amended through the special use district (SUD) prior to May 28, 1998.
- B. An amendment to existing monopole is required to add additional antennas, add height to the monopole, replace the monopole with a larger pole, or add additional ground equipment to the facility.
- C. Any amendment to an existing monopole requires ~~approval of a conditional use permit as outlined in section 3.902F~~ **Administrative Review approval by the Planning Director.**

\*\*\*\*\*

**MINUTES EXCERPT  
CITY OF GLENDALE PLANNING COMMISSION**

**CITY COUNCIL CHAMBERS  
5850 WEST GLENDALE AVENUE  
GLENDALE, ARIZONA 85301**

**THURSDAY, JUNE 2, 2011  
7:00 P.M.**

**ZTA09-01:** A request by the City of Glendale Planning Commission to amend Article 1 Purpose and Applicability, Article 2 Definitions and Rules of Construction, Article 2 Administration, Article 5 Zoning Districts and Boundaries, Article 6 Overlay District Regulations, and Article 7 General Development Standards. The proposed changes, if adopted, would amend sections of the zoning code pertaining to Freeway Billboard Signs, Cell Towers, Expanded Notice Requirements, Ham Radio Towers, No Smoking Areas, Variance Requirements, and Color Changes. Staff Contact: Thomas Ritz, AICP, Senior Planner (City-Wide).

Ms. Tabitha Perry, Principal Planner, stated that Ham Radio Towers would not be part of this discussion. She said any decisions made on ZTA09-01 will not include Ham Radio Towers.

Mr. Thomas Ritz, AICP, Senior Planner, began his presentation of ZTA09-01 by stating there are six specific issues of significance. These issues are Freeway Billboard Signs, Cell Towers, Expanded Public Notice Requirements, Designated Smoking Areas, Variance Requirements, and Exterior Color Changes. Mr. Ritz briefly explained each issue.

Chairperson Kolodziej called for questions from the Commission. There were none.

Chairperson Kolodziej opened the public hearing.

Pastor David Tomb, Community Church of Joy, 21000 North 75<sup>th</sup> Avenue, Glendale, 85308, stated on behalf of the Church, the School, and Dr. Walt Kallested, they are in support of ZTA09-01.

Mr. Jon Paladini, 16438 North 56<sup>th</sup> Place, representing the Rovey Family, property owners, said they are opposed to the building development requirement. He said 125,000 square feet of development is required prior to the installation of billboards in a PAD. However, the city of Glendale has allowed installation of billboards on its own property in an area where there is only parking, and no development of 125,000 square feet. In addition, Mr. Paladini stated they are opposed to restricting a property owner, in a PAD. The owner would no longer have the opportunity to attempt to generate revenue with the 125,000 square foot development requirement. He asked for clarification of freeway frontage as it is unclear in the proposed text. Mr. Paladini asked the Commission to defer the freeway billboard signage portion of the text amendment to allow further discussion of all parties.

Mr. Nick Wood, Snell and Wilmer, One Arizona Center, representing the owner of Urban 95, introduced himself adding he has been a part of most of the zoning applications around the sports and entertainment district. Mr. Wood agreed with staff that billboards should not be erected on

vacant sites. Mr. Wood referred to Section 7.110, A. 2. and asked that "lot" be removed and replaced with "PAD" from the proposed text ordinance. Also, he suggested changes to Section 7.110 A. 2 remove "lot" and replace with "PAD" and revise the 125,000 square feet to 100,000.

Ms. Donna Betz, 8401 North 67<sup>th</sup> Avenue, Glendale, stated she felt billboard signs are extremely dangerous. However, she does support the eight second minimum regarding the changing of the electronic billboard sign. She also supports the section which allows office signage to be larger; this would allow one to easily find the business which they are looking for. She said she does not support the section regarding exterior color change. This is a form of expression and is not a safety hazard to others.

Mr. Adam Baugh, Withey Morris, PLC, 2525 East Arizona Biltmore Circle, stated it is critical for businesses to have adequate signage. His first proposal was to allow electronic reader signage, which is currently allowed at churches, gas station, and theaters. They do catch your attention and many of the smaller businesses rely on drive by traffic. Second, he suggested that a larger sign area be allowed in monument signs. Last, allow the ordinance to advertise the industry or service such as a car wash rather than advertising the business name only. He suggested that staff possibly consider these items. He thanked the Commission.

Chairperson Kolodziej closed the public hearing as no one else wished to speak.

Mr. Ritz explained staff has worked diligently on items of interest to the Mayor and Council and the leadership team. He said these items have been identified and are not recommended to be amended. He said the design review issue regarding exterior color changes applies to only commercial businesses.

Commissioner Petrone asked if there had been adequate outreach to the Roveys. Mr. Ritz stated that staff has met with the Roveys and their attorneys. Staff notified the Roveys regarding items of particular concerns. The Roveys as well as Mr. Paladini were notified. Staff has had repeated contacted with the Roveys and understands their desires.

Commissioner Spitzer asked if the Glendale Park and Ride had met the requirements. Mr. Ritz stated the Park and Ride lot was constructed prior to this amendment, which would allow the signage by right.

Commissioner Spitzer questioned the time given to interested parties noticing this meeting. Mr. Ritz explained there has been extensive communication with the Roveys.

Commissioner Williams said he was concerned with adding yet another distraction to freeway drivers. He requested information regarding highway safety.

Commissioner Larson requested more information regarding the modifications suggested by one of the speakers. Mr. Ritz stated staff reviewed the provision of 125,000 square feet and believes that requirement achieves the goals and the direction that staff has been given. Mr. Froke added staff would continue to work with the interested parties.

Ms. Perry stated staff agrees to change the verbiage and remove “lot” and replace it with “PAD”. In addition, she said staff is also willing to consider removing the 125,000 square foot requirement and replacing it with 100,000. Staff would like to continue to work out the details with the interested parties and come to a resolution.

Commissioner Williams asked if the billboard portion of this request could be tabled or removed. Ms. Robberson stated the request is to make a recommendation on the item in its entirety. She explained the Commission may note it in their motion.

Chairperson Kolodziej questioned if this proposal would have a negative effect on the landowners and developers along the Loop 101. Mr. Ritz stated he did not believe so.

Chairperson Kolodziej reviewed prior PADs. He said the PADs read that billboards are not permitted. He said if this is approved and after the square footage requirement was met, billboards would then be allowed for each previously approved PAD. Mr. Ritz said that is correct.

Commissioner Petrone expressed his concerns with the billboard portion of this request. He suggested this item be revisited.

Commissioner Sherwood stated he shares Commissioner Petrone’s concerns regarding the billboards and the limitations on property use.

Commissioner Spitzer asked if changes were agreed to between the speakers and the staff, why were those changes not included in the information presented to the Commission. He doesn’t believe the Commission should recommend approval knowing the staff will work out the details at a later date. He said he would’ve liked to see support regarding the digital billboards, specifically the eight second time change on the board advertisements. He had many concerns.

Chairperson Kolodziej said a majority of the Commission appears to have great concerns regarding the freeway billboard signage portion of this proposal. He said he would feel more comfortable excluding this portion from the motion.

With no further comments from the Commission, Chairperson Kolodziej called for a motion.

**Commissioner Spitzer made a motion to recommend approval of ZTA09-01 with the exclusion of the Freeway Billboard Signage portion. Commissioner Sherwood seconded the motion, which was approved unanimously.**

Ms. Robberson stated this recommendation will be forwarded to the City Council for final approval.



# Planning Department Staff Report

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**DATE:** June 2, 2011 **AGENDA ITEM:** 2

**TO:** Planning Commission

**FROM:** Tabitha Perry, Principal Planner  
**PRESENTED BY:** Thomas Ritz, AICP, Senior Planner

**SUBJECT:** **ZONING ORDINANCE TEXT AMENDMENT ZTA09-01:  
ZONING ORDINANCE UPDATE – CITYWIDE**

**REQUEST:** A request by the City of Glendale Planning Department to amend Zoning Ordinance to address specific items.

**REQUIRED ACTION:** The Planning Commission must conduct a public hearing and determine if this request is consistent with the General Plan and Zoning Ordinance.

**RECOMMENDATION:** The Planning Commission should recommend approval.

**PROPOSED MOTION:** Move to recommend approval of ZTA09-01.

**SUMMARY:** This is a request to amend the Zoning Ordinance. This is a focused amendment, proposing changes to specific items as follows:

1. Freeway Billboard Signs
2. Wireless Communications Facilities
3. Expanded Public Notice Requirements
4. Designated Smoking Areas
5. Variance Requirements
6. Exterior Color Changes

**COMMISSION ACTION:** Motion made by Commissioner Spitzer to recommend approval of ZTA09-01 excluding proposed changes to Freeway Billboard Signs. Motion seconded by Commissioner Sherwood. The motion was approved 6 to 0.

### **DETAILS OF REQUEST:**

The proposed changes will result in the amendment of the zoning ordinance to address six issues of particular interest to address issues of significance.

- **Freeway Billboard Signs:** Following concerns that freeway billboard signs were permitted only on land owned by the city, and as part of a lease agreement with the city, staff is proposing to permit Freeway Billboard Signs along the city's freeways and future Parkway. This new type of sign will match the height, size, and frequency of message change on the existing freeway signs. Staff is proposing criteria including that these be permitted only in the Planned Area Development (PAD) zoning district where development has already occurred. To insure the continued viability of Luke Air Force Base, staff is proposing that prior to the installation of any new sign, the Base shall agree that the placement of these 80 foot high signs will not impact the continued operation of the base.
- **Wireless Communication Facilities:** Following concerns that cell towers require a Conditional Use Permit, staff is proposing to remove the requirement that Monopoles, Monopines, and Monocactus be allowed by right when the proposed location is more than 150-200 feet from residential zoned property or a residential property.
- **Expanded Public Notice Requirements:** Responding to the desire that the notice area for planning cases is increased, staff is proposing that the required notice area be increased from 300 to 500 feet for General Plan, Rezonings, and Conditional Use Permits Applications.
- **Designated Smoking Areas:** In response to the concern expressed about large employment campuses in Glendale no longer allowing employees to smoke on site which has caused employees to linger into the surrounding neighborhoods, staff is proposing through amending the Design Review process that facilities that identify and provide for designated smoking areas on their properties.
- **Variance Requirements:** In preparing the final ordinance which previously amended the variance requirements to remove City Council from the Variance appeal process; several other sections of the code concerning variances were inadvertently removed. Staff now proposes to restore these sections to the code. Matching a recently granted Variance, staff is proposing to amend the section concerning permitted permanent sign in office districts to permit monument signs which are higher and have more tenant names.
- **Exterior Color Changes:** Responding to concerns about the lack of review for repainting buildings a new color which contrasted with existing businesses, staff is proposing that Exterior Color Changes be added to the items which are reviewed as part of the Design Review Process.

## **CITIZEN PARTICIPATION TO DATE:**

### **Applicant's Citizen Participation Plan:**

On May 14, 2009, notification letters were mailed to the citywide interested parties list. The Planning Department did not receive any response regarding the request. The Citizen Participation Final Report is attached.

### **Stakeholder's Meetings:**

A total of six meetings were held with various stakeholder groups as identified by the Planning Department. Meetings were held in January and February 2009. From these meetings, an email list was developed and those on the list were notified when updates to the text amendment were available for comments. Several of the stakeholders did participate and provided comments. All of the comments received as part of the updates are available for viewing at the Planning Department. Overall, the responses to the changes were positive. The Homebuilders Association of Central Arizona reviewed the ZTA and had no comments or requests. The Arizona Multi-Housing Association reviewed the ZTA and made recommendations on signage. Valley Partnership reviewed the ZTA and found it to be well organized and thought out. The Arizona Wireless Association reviewed the ZTA and made recommendations.

### **Planning Commission Public Hearing:**

A Notice of Public Hearing was published in *The Glendale Star* on May 12, 2011. Notification postcards of the public hearing were mailed to the citywide interested parties on May 12, 2011. An email notice of the public hearing was emailed to all stakeholders who have participated in the process on May 16, 2011.

## **STAFF FINDINGS AND ANALYSIS:**

### **Findings:**

- The Zoning Ordinance Update is a focused amendment, proposing changes to specific items.
- The proposed zoning ordinance amendments will address these issues of significance and demonstrate staff's responsiveness to the issues raised.

### **Analysis:**

- The proposal is responsive to items of significance including expanded notice area and continued protection of residential neighborhoods from flashing signs.
- By providing a new section concerning Freeway Billboard Signs, the current section that addresses billboards will remain unchanged.
- The new section of Freeway Billboard Signs ensures that proposed site locations have demonstrated a significant existing investment in the community, and prevent placement on small sites which could negatively impact neighboring residential areas.
- In addition to the stakeholder groups as noted above, an internal departmental review team was established to discuss changes to the document. Departments represented

included: Building Safety, City Attorney, Code Compliance, Development Services, Economic Development, and Planning.

- During the latter part of 2009, staff attended all City Code Review Committee meetings to discuss and provide updates.

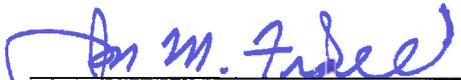
**RECOMMENDATION:**

The Planning Commission should recommend approval of ZTA09-01.

- ATTACHMENTS:**
1. Citizen Participation Final Report (without mailing labels), approved June 2, 2011.
  2. Citizen Comments.

**PROJECT MANAGER:** Thomas Ritz, AICP, Senior Planner (623) 930-2588  
[tritz@glendaleaz.com](mailto:tritz@glendaleaz.com)

**REVIEWED BY:**

  
\_\_\_\_\_  
Planning Director

TR/df

  
\_\_\_\_\_  
Deputy City Manager

# CITIZEN PARTICIPATION FINAL REPORT

FOR

PLANNING COMMISSION INITIATED  
ZONING ORDINANCE TEXT AMENDMENT

ZONING TEXT AMENDMENT  
ZTA09-01

ZONING ORDINANCE TEXT AMENDMENTS TO  
VARIOUS SECTIONS OF THE ZONING ORDINANCE



PREPARED ON: June 2, 2011  
PREPARED BY:  
Thomas Ritz, AICP  
Senior Planner  
City of Glendale Planning Department

APPROVED  
*Thomas Ritz*  
SIGNATURE  
June 2, 2011  
DATE

## **PROJECT DESCRIPTION**

A request by City of Glendale Planning Department to amend various sections of the Zoning Ordinance. The request will create an ordinance that will allow flexibility in facilitating the development process, encourage citizen participation efforts while continuing to maintain the character of residential neighborhoods.

## **PUBLIC NOTIFICATION AND CITIZEN PARTICIPATION TECHNIQUES USED**

A notification letter was sent to those on the Citywide Interested Parties List on May 14, 2009. Postcards were sent to those on the Citywide Interested Parties List on May 13, 2011. Staff did not receive any telephone calls or email inquires as a result of the mailing of that letter.

In addition to sending letters to those on the Citywide Interested Parties List, a group of both internal and external stakeholders were formed to assist and provide comment on the proposed changes to the Zoning Ordinance. An email distribution list was created of all the stakeholders.

The proposed changes were posted to the Planning Department's page of the city's website beginning in April 2011. During the next several months, additional sections of the revised ordinance were posted. With each posting, an email was sent to the internal and external stakeholders asking for their comments.

The above method of communication was successful in obtaining comments regarding the proposed changes.

## **WHAT WAS THE AREA OF NOTIFICATION?**

Notification was sent to individuals listed on the citywide interested parties lists maintained by the Planning Department. A list of all individuals to be notified is attached as Exhibit B. The zoning text amendment announcement for all public hearings was also be published in *The Glendale Star* as part of the required process.

## **NUMBER OF PEOPLE WHO PARTICIPATED IN THE PROCESS**

There were several individuals who contacted the Planning Department regarding the proposed changes.



April 4, 2010

Maryann Pickering, AICP, Zoning Administrator and  
Tabitha Perry, Principal Planner  
City of Glendale City Hall  
5850 West Glendale Avenue  
Glendale, AZ 85301

**Via electronic mail**

RE: **City of Glendale Draft Ordinance and CI Design Guidelines  
Regulating the Siting of Wireless Communications Facilities**

Dear Ms. Pickering and Ms. Perry,

As the representative of the wireless industry in Arizona, we write to you, as your business partner, about the proposed comprehensive zoning ordinance update as it relates to the siting of wireless telecommunications facilities.

We applaud your efforts in creating an ordinance that will foster the consistent application of zoning regulations in Glendale. This consistent application will enable your citizens and businesses to receive the cutting edge service and technology that a well planned wireless infrastructure provides. It is important, in today's technology driven environment, to have an ordinance and use permit process that Wireless Carriers and Tower Providers, as well as planning staff, clearly understand to promote a streamlined review process that protects Glendale's esthetic fabric.

The Arizona Wireless Association ("AZWA") is the State of Arizona's trade association representing the wireless industry. The mission of AZWA is to cultivate relationships within the wireless industry and create a unified voice that supports the development of quality wireless networks, the enhancement of the communities we serve, and a spirit of charitable giving. AZWA's members include both wireless carriers that deliver voice and data services and operators of the facilities used by the carriers, such as towers, rooftop wireless sites, and similar structures. We hope to partner with Glendale to facilitate the deployment of wireless infrastructure in a manner that is responsive to your community's unique concerns.

To open our dialogue on the Drafts, we have general comments that we would like to share.



## 7.600 WIRELESS COMMUNICATION FACILITIES.

### 7.601 General Provisions.

- A. All wireless communication facilities shall have an identification plaque no larger than twelve (12) inches by twelve (12) inches permanently affixed which clearly identifies the name, address, and emergency phone number of the provider. No other identification or sign as defined by the Zoning Ordinance is permitted on monopoles or related facilities.
- B. The minimum setbacks for the zoning district shall apply to all towers, equipment shelters, and accessory buildings. The dimensions of the entire lot or parcel shall apply and not the dimensions of the leased area.
- C. Adequate screening from off-site views shall be required as determined at the time of Design Review.
- D. Any monopole, tower, or alternative tower structure which is not in use for six (6) months shall be removed by the property owner. The removal shall occur within ninety (90) days of the end of such six (6) month period. If the alternative tower structure includes an extension or replacement of the original structure, the structure shall be returned to the original height and condition.

### 7.602 Monopoles.

- A. A Monopole is a tower facility that is clearly recognized and not concealed or disguised. A monopole does not include Alternative Tower Structures as defined in 7.604.
- ~~A-B. New Monopoles must be separated by a minimum distance of one-quarter (1/4) mile from the property where any other Monopole is located.~~
- ~~B-C. Monopoles must be setback from residential zoned properties 300' from another property zoned or used for residential purposes a minimum distance of twice the height of the height of the tower.~~
- ~~C-D. Monopoles must be setback from any arterial or major arterial street a minimum of seventy-five (75) feet.~~
- ~~D-E. Monopole towers and related antennas shall not be illuminated or display warning lights, unless required by the Federal Aviation Administration (FAA) or other federal or state authority.~~
- ~~E-F. Any access road to a Monopole site shall be paved comply with Maricopa County Air Pollution Control Regulations, Regulation III – Control of Air Contaminants, Rule 301 and 301.1.~~
- ~~F-G. One (1) paved parking space shall be provided on a Monopole site unless (a) otherwise provided on adjacent property or (b) there is sufficient, existing parking that complies with Maricopa County Air Pollution Control Regulations, Regulation III – Control of Air Contaminants, Rule 301 and 301.1.~~
- ~~G-H. All new ~~monopoles~~ Monopoles over fifty (50) feet in height shall be constructed to allow for collocation by other wireless providers. The applicant shall demonstrate that the engineering of the tower and the placement of ground mounted facilities will not preclude other providers. The owner of the proposed tower must certify in writing that the tower will be available for use by other wireless communication providers on a economically reasonable and non-discriminatory basis.~~

### 7.603 Amendments to Existing Monopoles.

- ~~A. Existing ~~monopoles~~ Monopoles include all wireless related monopoles, as defined in 7.602 or towers approved, approved or amended through the special use district (SUD) prior to May 28, 1998.~~
- ~~B. An amendment ~~to to an existing monopole~~ Monopole is required to add additional antennas, add height to the ~~monopole~~ Monopole, replace the ~~monopole~~ Monopole with a larger Monopole, or add additional ground equipment to the facility.~~
- ~~C. Any amendment to an existing ~~monopole~~ Monopole requires approval of a conditional use permit as outlined in Section 3.902(F).~~
- ~~C-D. An amendment to an existing Monopole within a distance of one-quarter (1/4) mile from a property where any other Monopole, or Alternative Design Structure or Tower, is located may be made, subject to approval of a conditional use permit as outlined in Section 3.902(F).~~

### 7.604 Alternative Design Structures and Towers

- A. Rooftop Mounted Antennas.

1. Roof mounted antennas may exceed the maximum height of the zoning district but shall not extend more than ~~ten (10)~~ fifteen (15) feet above the existing building height.
2. The antenna array scale, height, and visibility shall be minimized.
3. Equipment shelters may locate on the building roof if screened from view of surrounding properties.

B. Building Mounted Antennas.

1. Antennas shall not extend above the height of the wall on which they are located or integrated.
2. Antennas shall not project more than ~~twelve (12)~~ twenty (20) inches from the existing building wall.
3. Equipment shelters may locate on the building roof if screened from view of surrounding properties.
4. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses. Building mounted antennas on residential uses is not permitted.

C. Alternative Design Tower-Structure.

1. An Alternative Design Tower is a facility designed and sited so that the antenna structures are minimally obtrusive and appear to be part of the natural surroundings. Alternative Design Towers include, but are not limited to monopoles, monocats, monopines, ball field light poles, flag poles, water towers, street lights, traffic lights and utility poles.
2. Alternative Design Towers must be set back a minimum of 150' from another property zoned or used for residential purposes. A use permit is required to reduce the setback up to 50' from a property that is zoned or used for residential purposes.
- 1-3. The maximum additional height permitted by extension of an existing poleAlternative Design Tower or by replacement Alternative Design Towerpole is fifteen (15) feet.
- 2- The maximum increase in pole diameter from the existing pole by the replacement pole is fifty (50%) percent.
- 3-4. The maximum width of the antenna array shall be four (4) feet. The width and height of the antenna array on an Alternative Design Tower shall be concealed within the design elements of the Alternative Design Tower or minimized as technologically feasible.
- 4-5. The related equipment shelter for Alternative tower-Design Tower structure-mounted antennas which utilize an existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer, unless there is insufficient space and a separate agreement can be reached with the adjacent land owner.

# PUBLIC COMMENTS ON WEB



Prepared for  
Planning Department  
Zoning 1, 3, 4, 5

Received 4/27/09

**From:** Courtney LeVinus [courtney@capitolconsultingaz.com]  
**Sent:** Monday, March 16, 2009 8:58 PM  
**To:** 'Courtney LeVinus'; suzanne@capitolconsultingaz.com; Pickering, Maryann  
**Subject:** Zoning Ordinance Update

Dear Maryann,

Thanks for sending the proposed changes. How do you want to handle responses to the first three articles? As I recall from our meeting there we are no a very short time frame.

Two quick questions

- (1) At initial glance it appears that there is a two year retrofit provision for signage, fencing and outside storage (1.402 section E), is this an accurate interpretation?
- (2) It also appears in 3.302 section A that there is no longer a City notice requirement to the property owner if the application is not complete. Is this accurate and how will the applicant be notified if the application is not complete and additional information is needed?

Thanks,

Courtney LeVinus

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**From:** Pickering, Maryann [mailto:MPickering@GLENDALEAZ.com]  
**Sent:** Thursday, March 12, 2009 10:29 AM  
**To:** Bailey, Roger; Baxley, Kendall ; Benna, Rebecca; Black, Debora; Blazina, Jessica; Broyles, Larry; Burdick, Mark; Cannataro, George; Carmide, Alma; Cleveland, Stephen; Conrad, Steven; Davis, Chester; Dever, Lorie ; Dudley, Stephen; Duerr, Debra; Emery, Garnet; Erno, Stephen; Flinn, Elizabeth; Friedman, Brian; Frisoni, Julie; Goins, Josh; Handlong, Amy; Hanna, Pam; Hernandez, Paul; Hurd, Chumita; Johnson, Genevieve; Kavanaugh, Pam; Kent, Stuart; Komernicky, Sue; Krey, Kristen; Kukino, Doug; Lamb, Robert; LeVinus, Courtney; Lynch, Art; Lyons, Ailsa; MacLeod, Candace; Mazoyer, Deborah; McAllen, Samuel; Mehta, Jamsheed; Methvin, Steven; Moreno, Jean; Murphy, Chuck; Nelson, Mark; Clark, Marilyn; Cordero, Remigio; Eastman, Jessica; Figueroa, Diana; Flores, Karen; Froke, Jon; Hunt, Lisa; Kullkowski, Peter; Luttrell, Bill; May, James; O'Neil, Erin; Perry, Tabitha; Ritz, Thomas; Shabbeer, Shaik; Short, Ronald; Stovall, Karen; Reed, Karen A.; Reedy, Ken; Ricard, Suzie; Santiago-Espino, Gloria; Schurhammer, Sherry; Schwind, William; Skeete, Horatio; Strunk, Erik; Tice, Andrew; Tindall, Craig; Toporek, Sam ; VanDeman, Brent  
**Subject:** Zoning Ordinance Update

Hello!

As you know, the Planning Department is in the process of a comprehensive update to the zoning ordinance. The first portion is now available for review and comment on our website. The first portion is Articles 1 and 3. Please note that we will be revising Article 2

(Definitions) at the end of the process and that is the reason it is not included at this time.

The link to our website is: <http://www.glendaleaz.com/planning/>

You will see the update as the first item on the page with a pdf link to the proposed changes. We welcome your feedback and comments. All comments can be directed to my attention.

You will receive future emails as more portions are available for review. Thank you in advance for your assistance with this endeavor.

*Maryann Pickering, AICP*

Zoning Administrator

City of Glendale

(623) 930-2590 - phone

(623) 915-2695 - fax



Please consider the environment  
before printing this message.

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Capitol Consulting, LLC

May 13, 2009

Ms. Maryann Pickering, AICP  
Zoning Administrator  
City of Glendale  
5850 W Glendale Ave., Suite 212  
Glendale, AZ 85301

Re: Zoning Code

Dear Maryann,

Per your request below are the recommendations from the Arizona Multihousing Association for changes to the sign code portion of the zoning code.

- 7.106 H – Sale, Lease or Rent Signs for all land uses - *On parcels of less than five-acre signs are limited to one per street frontage with a maximum height of 5 feet and a maximum area of 6 square feet. On parcels of more than five-acre, signs are limited to one per street frontage with a maximum height of 8 feet and a maximum area of 32 square feet.* This will make the Glendale sign code equitable among land uses and more competitive with surrounding cities that have similar provisions for all land uses (Avondale and Goodyear).
- 7.106 I – Special Events for all land uses – *such signs shall have a maximum area of 32 square feet and a maximum height of 8 feet.* Again this makes the sign code equitable among land uses and more competitive with surrounding cities.
- 7.106 G 4 – Promotional Displays – *such displays shall be allowed for thirty (30) days no more than four (4) times per calendar year.* As well as a temporary recession amendment similar to Peoria which allows - *such displays shall be allowed for sixty (90) days no more than two (2) times per year and sixty (60) days between permitting until July 31, 2011.*
- 7-106 J - Subdivision Advertising and Directional Signage. Include multiple residence uses in these provisions to provide equity among land uses for provisions 1, 2 and 3 (general, on-site advertising and identification flags). This is similar to Goodyear grand opening provisions for multiple residence uses (R5) which is allowed for one year from initial Certificate of Occupancy or until the rental community is 95% occupied whichever comes first.

Maryann, we appreciate your consideration of these recommendations. During these difficult economic times our apartment communities are dealing with record high vacancy rates, reduced rents and unbelievable economic concessions for new and renewing residents. Drive-by advertising (on-site signage) accounts for over 85% of our residents and is the most effective and least expensive form of advertising for our industry. We understand the desire to keep Glendale "clutter free" from too much signage and will be happy to work with you to provide flexibility to our owners while at the same time maintain the Glendale image.

Regards,

Courtney LeVinus  
Capitol Consulting  
Representing Arizona Multihousing Association



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James Carpentier AICP  
Legislative Consultant

May 18, 2009

To: Maryann Pickering AICP, Zoning Administrator, City of Glendale

Re: Proposed revisions to the Glendale Sign Code

We appreciate the opportunity to provide the City of Glendale with comments in regards to the proposed sign code draft. In addition, we are thankful that you have granted some additional time to allow the Arizona Sign Association to review the proposed code.

The proposed Glendale sign code has a number of issues that the Arizona Sign Association would like to see addressed. One of the key issues noted below is the regulation of sign content well beyond the three prong test of, "time, place, and manner." The following is a summary of the key issues of concern to the Arizona Sign Association:

- The Arizona Sign Association is proposing, as a part of a master sign plan, if a project designates 100% of all sign illumination (ground and wall) as LED the project will qualify for a 25% bonus in sign height or area. This proposal is in compliance with and supports Glendale's General Plan, Implementation Program, Conservation of Resources Policies, #6. Green Building Practices. This proposal is warranted due to the additional costs for LED illumination is offset by the bonus in area or height.
- The draft is proposing to decrease the height in the Office Districts from 15' to 8'. The model code by the Signage Foundation ( a copy was sent with this email) suggests a minimum of 12' in any district for functionality and view ability. The ASA recommends that the minimum height of 12' be maintained for visibility and functionality, as this matches the height in the Industrial and Commercial Districts.
- The City is recommending electronic message displays (LED signs) for churches, schools and theaters. We are suggesting that the City allow electronic message displays for Industrial and Commercial districts. The Arizona sign Association is recommending that the square foot for electronic message centers not exceed 50% of the allowable square footage. In addition, we are recommending automatic dimming requirements and illumination standards for all electronic message displays. This will assure the City that electronic message displays regardless of the District will not be too bright especially at night, in any given location.
- The draft code has regulations for school signs which are contrary to the General Attorney Office ruling, of which a copy is attached.
- The draft code has extensive regulation of the sign content for permanent and temporary signs. The City should predominately regulate the time,

place, and manner of signs not the content of the sign. As recommended in the Signage Foundation Model Code a major guiding principle when drafting a sign code is to be "content-neutral to the greatest degree practicable so as to avoid favoring some types of signs – or sign users – over others. This means that sign regulations will not be based upon a sign's message. Instead, the regulations will be based upon the sign's function and its placement on the building or site." The draft sign code is heavily based on content regulation: political, directory, map directory, going out of business and other specific limitations on sign content. The Arizona Sign Association strongly recommends that the City consider going towards a content neutral sign code, which would predominately regulate signs based on the general nature such as temporary and permanent versus the sign type. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content considerations. Also see the attached link to the Small Business Association, which discusses this issue.

<http://www.sba.gov/smallbusinessplanner/start/pickalocation/signage/amendments.html>

If you have any questions or need additional information please feel free to contact me.

Thanks

James B Carpentier AICP  
Legislative Consultant  
480-773-3756  
[consultantcommunityplanning@gmail.com](mailto:consultantcommunityplanning@gmail.com)

Arizona Sign Association recommendations for the proposed  
Glendale sign code amendments

Recommended deletions are in ~~strike-out red~~. Recommended changes to the code are underline red, and the Arizona Sign Association comments are in *italics bold*.

**6.710 Signs.**

Sign standards must be established in the approval of the development plan. A master sign package shall be included as part of the PAD booklet. A master sign package provides design compatibility for all signs and integrates sign design with the architecture of the buildings. The master sign package shall set forth design standards including, but not limited to sign types, placement, size, design, colors, materials, textures, and method of illumination.

*Submittal guidelines are recommended for the master sign package so the City can have consistent information for review and approval*

**7.102 General Provisions. A.**

The regulations, requirements, and provisions set forth in this section shall apply to all signs erected, placed, or constructed within the city. A. All signs shall comply with the unobstructed view easement requirements of the City of Glendale, Engineering Design Guidelines for Site Development and Infrastructure Construction as stated in Section (insert section #) of the Engineering Design Guidelines.

*The City should cite the section of the view easement and include as visual copy.*

**7.102 General Provisions F.2.**

The maximum total area for the above signs on the premises for any one (1) business may be a maximum of forty (40) square feet plus one (1) square foot of sign area for every lineal foot of business frontage beyond forty (40) lineal feet, as measured by the business frontage. This method of sign area measurement does not apply to large retail users or major medical centers.

*The section appears to be out of place as reference is made to above signs, but the application of this section is not clear. If the business frontage is the lot width this method of sign area determination can be difficult from an equity stand point since the wide lots would obtain more signage then narrow lots and these could both have the same lot area.*

#### 7.102 General Provisions F. 4.

Such sign may identify the primary businesses, building complex, or center, by name. The sign may show the name of the primary business and up to three (3) principal services when the name alone does not identify the general nature of the primary business, unless specified otherwise. Such sign shall not include advertising copy.

*The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations. Also see the attached link to the Small Business Association, which discusses this issue. The sign code is heavily based on content regulation: political, directory, map directory, going out of business. We strongly recommend that the City consider going towards a predominately content neutral sign code.*

<http://www.sba.gov/smallbusinessplanner/start/pickalocation/signage/amendments.html>

#### 7.102 General Provisions

*Include the definition in this section for calculation method for individual letters. It is very beneficial that the graphic is included in this section. The of area calculation method is fair since the multiple geometric shapes allows for the area measurement to accurately reflect the letter area with minimal "dead space".*

#### 7.102 General Provisions

##### I. Master sign package.I

When a site is developed with two or more buildings, a master sign package shall be provided for the property, and approved through administrative design review. 2. For tenants of a complex or center, sign permits will only be issued for signs that comply with the previously approved master sign package. A master sign package provides design compatibility for all signs and integrates sign design with the architecture of the buildings. The Comprehensive Sign Program shall set forth design standards including, but not limited to sign types, placement, size, design, colors, materials, textures, and method of illumination. Amendments to the master sign package shall be approved administratively.

- a. Projects that utilize 100% LED illumination in all ground and wall signs shall qualify for a bonus of 25% in area or height. The bonus may be proportioned to area or height. An exception to the 100% LED illumination is allowed for ground or wall signs that will not be sufficiently illuminated with LED

*The Master sign package should have some basic language as to the information required for submittal. The administrative process is not clear, we recommend*

*that Master sign packages be approved and amended administratively. In addition we are recommending that LED illumination be encouraged through incentives, since additional costs are incurred with LED systems.*

#### **7.102 General Provisions G.**

Signs may be illuminated internally or externally or as specified by the applicable sign criteria: 1. Sign faces or lettering shall function as a filter for an internally illuminated sign ~~internal illumination is the recommended method of illumination~~; 2. Sign illumination from above shall be fully shielded. ~~Sign illumination from below~~ Up lighting is generally not allowed unless administratively approved. When approved up lighting shall comply with all applicable city ordinances. 3. Illuminated signs shall require a sign permit and comply with the provisions of applicable electrical codes.

*Internal illumination for ground and wall signs is proven to be more effective for visibility than externally illuminated signs. Up lighting for ground signs are not recommended due to ineffective visibility.*

#### **7.104 Permitted Permanent Signs.**

~~6. d. Such signs may identify the individual businesses, building complex, or center by name. The sign may show the name of the business and up to five (5) principal services when the name alone does not identify the general nature of the business. Such signage shall not include advertising copy.~~

~~6. e. These signs may identify the name of the major medical center and up to three (3) principal departments, businesses, offices, or services in the major medical center. Such sign shall not include any advertising copy.~~

*The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations.*

#### **7.104 Permitted Permanent Signs. C. 7.**

~~These signs may identify the name of the major medical center and up to three (3) principal departments, businesses, offices, or services in the major medical center. Such sign shall not include any advertising copy.~~

*The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations.*

#### **7.104 Permitted Permanent Signs. E.**

Directional sign. Directional sign requirements are as follows: 1. May be a maximum of six (6) square feet in area and up to three (3) feet in height. 2. ~~Such signs may include identification wording or symbols not to exceed twenty five percent (25%) for the sign area.~~ 3. ~~Shall not include advertising copy, except for the logo of a business.~~

***The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations.***

#### **7.104 Permitted Permanent Signs. F.**

Directory sign. Directory sign requirements for all users except major medical centers and service stations are contained in this section. For major medical centers, see subsection 4 below. The requirements for all other uses are as follows: 1. Properties occupied by three (3) or more buildings shall have an internally illuminated directory ~~that shows the street address, layout of the complex, the location of the viewer and the unit designations within the complex.~~ Directories shall be sufficient in number and placed in locations to insure that law enforcement and emergency personnel can easily locate a particular address or individual unit. 2. Shall not exceed six (6) feet in height or eighteen (18) square feet in area. 3. ~~Shall not include any advertising copy.~~

***The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations.***

#### **7.104 Permitted Permanent Signs. H 1. b.**

For all non-residential uses, one (1) freestanding sign shall be permitted with a maximum area of twenty-four (24) square feet. ~~The freestanding sign may include only the name of the facility, building, or organization it identifies. Such sign shall not include any advertising copy.~~ The sign must include the number of the street address, but the area of these numerals shall not be included in calculating the allowed sign area.

***See above comment***

#### **7.104 Permitted Permanent Signs. H. 3. Office District**

a. The sign shall not exceed a height of eight (8) feet. b. The maximum sign area is forty-eight (48) square feet. ~~Single tenant buildings: the sign may include only the name of the business or building it is intended to identify. Such sign shall not include any advertising copy.~~

***This section proposes a reduction in sign height from 15' to 8', this represents an 87.5% reduction in height. This is not the time to reduce zoning rights. See the***

*section that addresses sign height in the Signage Foundation Model Code. We recommend that the existing maximum height of 15' be maintained for the Office Districts, or at a minimum that 12' height be maintained to match the commercial and industrial districts.*

#### 7.104 Permitted Permanent Signs H. 3. c. d. Office District

~~3 c. Single tenant buildings: the sign may include only the name of the business or building it is intended to identify. Such sign shall not include any advertising copy. d. Multi-tenant buildings and complexes: the sign may identify the name of the building or complex and the name of up to ten (10) businesses within the building or complex. Such sign shall not include any advertising copy~~

~~3.d. Multi-tenant buildings and complexes: the sign may identify identify the name of the building or complex and the name of up to three (3) businesses within the building or complex. Such sign shall not include any advertising copy.~~

*The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations.*

#### 7.104 Permitted Permanent Signs H. 5. e.

~~These signs may identify the name of the major medical center and up to three (3) principal departments, businesses, offices, or services in the major medical center. Such sign shall not include any advertising copy.~~

*See above comment*

#### 7.104 Permitted Permanent Signs J

~~J. Reader-panel signs~~Electronic Message Displays. ~~Reader-panel~~Electronic Message Display-sign requirements are as follows: 1. Churches may use up to one-half (½) of the allowed freestanding sign area for a reader panel. 2. ~~Public and Private~~, elementary and secondary schools, and community colleges may have one (1) freestanding reader panel sign not to exceed thirty-two (32) square feet in area and fourteen (14) feet in height. 3. Theaters. a. One (1) wall, fascia, mansard, or parapet sign may contain a reader panel. b. The area of the reader panel shall not exceed seventy-five (75) square feet or the maximum wall sign area otherwise allowed, whichever is less. ~~The reader panel shall be used exclusively for the purpose of identifying entertainment, motion pictures, or special events which occur on the premises.~~ 4. Electronic Message Displays are allowed in Commercial and Industrial Districts subject to the following:

a. No more than one allowed per street frontage

b. The area of the electronic message display may not exceed 50% or 1/2 of the allowed freestanding sign area

1. All electronic message signs shall have static displays. Video, animation and special effects such as traveling, scrolling, fading, dissolving and bursting shall not be permitted. Static message displays shall not be changed more than once every eight (8) seconds. Transitions for all static message displays shall be accomplished by an immediate transition from one message to the next.

2. Electronic message signs shall not increase the brightness level by more than 0.3 foot candles over ambient brightness levels, to be measured as follows:

a. With the sign off or displaying black copy, a foot candle meter shall be used to record the ambient light reading for an area. Said measurement shall occur at least 30 minutes after sunset, from a distance which varies based upon the size of the sign, as follows:

<u>Size of Sign</u>	<u>101-350</u> SF	<u>351-500</u> SF	<u>501-1000</u> SF	<u>1001+</u> SF
<u>Distance for Measurement</u>	<u>100 feet</u>	<u>150 feet</u>	<u>200 feet</u>	<u>250 feet</u>

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b. With the sign on and displaying full white copy, a second measurement shall be taken from the exact location of the ambient level reading.

c. A difference between the first and second reading of less than 0.30 foot candles is acceptable. Any sign in which the difference between the first and second reading is 0.30 or greater shall be in violation of this Ordinance. Signs in violation of this Ordinance shall be shut off until they are adjusted to meet the conditions herein.

All EMCs are required to have automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night.

***Additional regulations are recommended for all reader panel signs. Method to monitor and regulate night time illumination is strongly recommended. In addition automatic dimming technology is needed to allow electronic message displays to vary illumination levels from day to night and for varying ambient light conditions.***

***Public school districts are not subject to zoning regulations. See the attached determination from the Attorney General's Office.***

#### **7.104 Permitted Permanent Signs K. 3.**

Pump-topper sign. a. Shall not exceed three (3) feet in area and does not count towards total sign area for the business. b. ~~Such signs may display instruction, price, or advertising copy pertaining to any product sold on site.~~

***The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations.***

#### **7.105 Permitted Permanent Signs for Pedestrian Retail (PR)**

***General A. 1.*** ~~A wall, fascia, mansard, parapet, projecting or window identification sign may identify the name of the business and up to three (3) principal services when the name alone does not identify the general nature of the business. It may also include the street address. Such signs shall not include advertising copy. d2. Awning, blade, and shingle signs may only identify the name of the business.~~

***The City should regulate the time place and manner not content of the sign area. Note the attached model code by the Signage Foundation, which includes a good legal discussion in regards to sign content regulations.***

#### **7.104 Permitted Permanent Signs. H. 2.**

Freestanding sign. One (1) freestanding sign shall be permitted per project, with the following exception for multiple street frontages in the office, commercial and manufacturing districts: a. One (1) sign may be permitted for each street if both frontages adjacent to the site are at least three-hundred thirty (330) feet.

b. Two (2) signs may be permitted for each street if the frontage adjacent to the site is at least eight hundred (800) feet. The minimum distance between two (2) signs on the same street frontage shall be three-hundred thirty (330) feet.

c. Additional ground signs are allowed for each 330' of additional street frontage over 800' of frontage.

*This will accommodate larger projects that will require additional ground signs to provide for adequate freestanding signs.*

#### **7.108 Exempt Signs. B.**

Signs not viewable beyond the boundaries of the property upon which they are located shall be exempt from the provisions of the article, except those public safety provisions contained in Section 7.102

*The ASA recommends that this section not be eliminated as proposed in the draft code. This type of exemption is typical in other ordinances and works well.*



OFFICE OF THE ATTORNEY GENERAL  
EDUCATION AND HEALTH SECTION  
MEMORANDUM

Direct Line - 602-542-8892  
FAX No. - 602-364-0700

TO: Arizona School Facilities Board  
1700 W. Washington, Suite 230  
Phoenix, Arizona 85007

FROM: Debra G. Sterling, Assistant Attorney General

SUBJECT: Applicability of Zoning Ordinance to School Districts

DATE: February 22, 2007

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This is in response to the Board's request concerning the applicability of a city or town's local zoning regulations to school district. The following analysis and conclusion was provided to the Board at the June 25, 2001 meeting and remains applicable.

In a 1983 Attorney General's Opinion, the Arizona Attorney General's Office opined that school districts were exempt from the building codes of cities and towns (Arizona Attorney General's Opinion I83-052). That opinion was based upon a case that held that political subdivisions, such as school districts, acting in their governmental capacity are exempt from regulations of other political subdivisions, (*City of Scottsdale v. Municipal Court of Tempe*, 90 Ariz. 393, P.2d 637 (1962)). The Attorney General's Office subsequently reversed that opinion when the Legislature amended A.R.S. § 34-461 to specifically provide that local building codes applied to construction of public buildings, including new construction of school district buildings (Arizona Attorney General's Opinion I86-033). However, A.R.S. § 34-461 only refers to building codes and not zoning ordinances and regulations. Therefore, in the absence of a specific statute requiring a school district to follow local zoning ordinances and regulations, a school district is exempt from such regulations provided they are acting in their governmental capacity.

Please contact me if you need any additional information or have any further questions.



March 23, 2010

Maryann Pickering, AICP, Zoning Administrator and  
Tabitha Perry, Principal Planner  
City of Glendale City Hall  
5850 West Glendale Avenue  
Glendale, AZ 85301

**Via electronic mail**

RE: **City of Glendale Draft Ordinance and CI Design Guidelines  
Regulating the Siting of Wireless Communications Facilities**

Dear Ms. Pickering and Ms. Perry,

As the representative of the wireless industry in Arizona, we write to you, as your business partner, about the proposed comprehensive zoning ordinance update as it relates to the siting of wireless telecommunications facilities.

We applaud your efforts in creating an ordinance that will foster the consistent application of zoning regulations in Glendale. This consistent application will enable your citizens and businesses to receive the cutting edge service and technology that a well planned wireless infrastructure provides. It is important, in today's technology driven environment, to have an ordinance and use permit process that Wireless Carriers and Tower Providers, as well as planning staff, clearly understand to promote a streamlined review process that protects Glendale's esthetic fabric.

The Arizona Wireless Association ("AZWA") is the State of Arizona's trade association representing the wireless industry. The mission of AZWA is to cultivate relationships within the wireless industry and create a unified voice that supports the development of quality wireless networks, the enhancement of the communities we serve, and a spirit of charitable giving. AZWA's members include both wireless carriers that deliver voice and data services and operators of the facilities used by the carriers, such as towers, rooftop wireless sites, and similar structures. We hope to partner with Glendale to facilitate the deployment of wireless infrastructure in a manner that is responsive to your community's unique concerns.



## Proposed Zoning Ordinance Language

# 7.600

### 7.600 WIRELESS COMMUNICATION FACILITIES.

#### 7.601 General Provisions.

- A. All wireless communication facilities shall have an identification plaque no larger than twelve (12) inches by twelve (12) inches permanently affixed which clearly identifies the name, address, and emergency phone number of the provider. No other identification or sign as defined by the Zoning Ordinance is permitted on monopoles or related facilities.
- B. The minimum setbacks for the zoning district shall apply to all towers, equipment shelters, and accessory buildings. The dimensions of the entire lot or parcel shall apply and not the dimensions of the leased area.
- C. Adequate screening from off-site views shall be required as determined at the time of Design Review.
- D. Any monopole, tower, or alternative tower structure which is not in use for six (6) months shall be removed by the property owner. The removal shall occur within ninety (90) days of the end of such six (6) month period. If the alternative tower structure includes an extension or replacement of the original structure, the structure shall be returned to the original height and condition.

#### 7.602 Monopoles.

- A. New monopoles must be separated by a minimum distance of one-quarter ( $\frac{1}{4}$ ) mile from the property where any other monopole is located.
- B. Monopoles must be setback from residential zoned properties a minimum distance of twice the height of the height of the tower.
- C. Monopoles must be setback from any arterial or major arterial street a minimum of seventy-five (75) feet.
- D. Monopole towers and antennas shall not be illuminated or display warning lights unless

required by the Federal Aviation Administration (FAA) or other federal or state authority.

- E. Any access road to a monopole site shall be paved.
- F. One (1) paved parking space shall be provided on site unless otherwise provided on adjacent property.
- G. All new monopoles over fifty (50) feet in height shall be constructed to allow for collocation by other wireless providers. The applicant shall demonstrate that the engineering of the tower and the placement of ground mounted facilities will not preclude other providers. The owner of the proposed tower must certify in writing that the tower will be available for use by other wireless communication providers on a economically reasonable and non-discriminatory basis.

#### **7.603 Amendments to Existing Monopoles.**

- A. Existing monopoles include all wireless related monopoles or towers approved or amended through the special use district (SUD) prior to May 28, 1998.
- B. An amendment to existing monopole is required to add additional antennas, add height to the monopole, replace the monopole with a larger pole, or add additional ground equipment to the facility.
- C. Any amendment to an existing monopole requires approval of a conditional use permit as outlined in Section 3.902(F).

#### **7.604 Alternative Design Structures and Towers**

- A. Rooftop Mounted Antennas.
  - 1. Roof mounted antennas may exceed the maximum height of the zoning district but shall not extend more than ten (10) feet above the existing building height.
  - 2. The antenna array scale, height, and visibility shall be minimized.
  - 3. Equipment shelters may locate on the building roof if screened from view of surrounding properties.
- B. Building Mounted Antennas.
  - 1. Antennas shall not extend above the height of the wall on which they are located or

integrated.

2. Antennas shall not project more than twelve (12) inches from the existing building wall.
3. Equipment shelters may be located on the building roof if screened from view of surrounding properties.
4. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses. Building mounted antennas on residential uses is not permitted.

C. Alternative Tower Structure.

1. The maximum additional height permitted by extension of an existing pole or by replacement pole is fifteen (15) feet.
2. The maximum increase in pole diameter from the existing pole by the replacement pole is fifty (50%) percent.
3. The maximum width of the antenna array shall be four (4) feet.
4. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.



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Sunbelt Holdings

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Karrin Taylor  
DMB Associates, Inc.

**GENERAL COUNSEL**  
Michael Phalen  
Fennemore Craig

March 25, 2009

Ms. Maryann Pickering  
Zoning Administrator  
Planning Department  
City of Glendale  
5850 West Glendale Avenue, Suite 212  
Glendale, Arizona 85301

Delivered via e-mail

Dear Ms. Pickering:

Thank you for your work to engage Valley Partnership, on behalf of our 500+ Members of the commercial development industry, in the process to update the City of Glendale Zoning Ordinance.

Overall, we found the draft Zoning Ordinance, chapters 1 and 3, to be well organized and thought out. After thorough review, our Members communicated a number of inquiries, recommendations and solutions, based on their extensive experience in other Valley communities.

For your consideration, attached are comments and suggestions that we believe will further improve the commercial development portions of the Zoning Ordinance and help the City reach its goal of responsible development for its current and future citizens.

I look forward to meeting with you to discuss these items.

Sincerely,

/s/

Alisa Lyons  
Vice President, Government Affairs

Cc: Mr. Stephen Cleveland  
Mr. Jon Froke

2817 EAST CAMELBACK ROAD  
SUITE 510  
PHOENIX ARIZONA 85018

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**Valley Partnership Review**  
**City of Glendale Zoning Ordinance Draft Chapters 1 and 3**

**1.208 Applicability**

3. "Any substantial request to modify a PAD or PRD will require an amendment as prescribed by this ordinance."

**Recommendation:** To avoid subjective application of this provision, Valley Partnership recommends inclusion of parameters to define "substantial" or reference to another section of the ordinance that defines "substantial".

**1.402 Limitations on Nonconforming Buildings and Uses**

E. ". . . The following uses shall be removed or made conforming within the specified amortization period. Said amortization period shall commence upon the effective date of this ordinance."

Valley Partnership is concerned about any provision that requires existing, approved uses to comply with a new set of zoning requirements. We do not believe an amortization period in which an approved use must be modified is legal.

**Recommendation: Remove Section E** to avoid legal challenges.

**3.102 Planning Commission**

E, 8: ~~"To hear requests for design approval on certain freestanding identification signs as provided by Section 7.104 of this ordinance."~~

Inquiry: Which body will now review design of freestanding identification signs?

**3.202 Complete Application**

~~"An applicant will be notified within ten (10) working days if the application is incomplete."~~

Inquiry: What will be the defined timeframe within which the applicant will be notified?

**3.501 General**

"Areas, upon annexation to the City of Glendale, shall, until officially zoned by City Council, be considered to be zoned as shown on the official zoning map of Maricopa County at the time of annexation. This zoning shall be effective for a maximum of six (6) months after annexation. City Council approval of the annexation may constitute authorization for the City to initiate action to zone the property within six (6) months of the annexation. After that time, the comparable Maricopa County district will take effect."

This section seems to read as follows:

1. Property is annexed into the City.

2. It is zoned, as required by State Statute, to a City Zoning Classification most closely comparable to the County Zoning it at the time it was annexed.
3. This zoning expires after 6 months.

Automatic expiration of a comparable Zoning Classification, in the absence of proactive Council action, seems unwise. What Zoning Classification does the property retain after 6 months if the Council does not act?

**Recommendation:** Valley Partnership would like the opportunity to discuss this section further with Staff to better understand the intent and effect of this section.

### **3.602 When Review is Required**

H: "Any change to the exterior color of a building."

Repainting the exterior of a building may be required from time to time due to normal wear and tear and color fading. The new color may appear more intense than the faded color.

**Recommendation:** Adding the word "significant" before "change" and providing a definition or description of "significant".

### **3.7.01 General**

"Appeals to the Board of Adjustment, set forth in Section 3.103(E), may be made by any person aggrieved or by any officer, department or Board of the City affected by any decision or interpretation made by the Planning Director while administering this ordinance.

This section seems to allow an officer, department or Board to appeal a decision made by the Planning Director. Valley Partnership is concerned about the uncertainty a disagreement between one City department and another could create for a project in Glendale.

**Recommendation:** Valley Partnership would like the opportunity to discuss this section further with Staff to better understand the intent and effect of this section.

### **3.703 Effect of Application**

"Any variance or appeal application, unless otherwise provided by law, shall stay all proceedings in the matter appealed from, unless the Planning Director certifies that a stay would cause imminent peril to life or property."

**Inquiry:** Was the intent of this paragraph to stay only those activities that received a variance but are being appealed? If not, it is unclear why a stay of proceedings would be required for a use that is already prohibited.

**Recommendation:** Valley Partnership would like the opportunity to discuss this section further with Staff to better understand the intent and effect of this section.

### 3.705 Findings for Appeals

A. "The Planning Director did nor did not . . . "

**Recommendation:** Correct typo. Replace "nor" with "or".

### 3.705 Findings for Appeals

A, B and C.

A and B seem to be subsets to C.

**Recommendation:** Clarify that C is the determining factor, with A or/and B as more detailed descriptions of the error made.

### 3.804 Master Development Plan

A. "All applications for the Neighborhood Shopping Center or Community Shopping Center districts shall include a Master Development Plan for the area of the rezoning request. The plan, at a minimum, will address:

1. The location of all proposed buildings, plazas, and pedestrian walkways.
2. The locations of all drive aisles, parking, loading and service areas.
3. The location of all landscaping, retention areas, entry features and perimeter walls.
4. The location of all required public street improvements.
5. A design theme for the center showing the architecture, materials and colors that will be used.
6. The location of all proposed freestanding identification signs.
7. On-site lighting performance measures.
8. The location, type and size of individual uses planned for the center.

Attraction of commercial development projects in Neighborhood and Community Shopping Center districts is of great benefit to both the City, its Citizens and the development community. In the current development climate, however, adding substantial upfront cost to commercial development will create a further suppressing of this critical market.

In a good market, and especially in this challenging market, it is highly unlikely that, at the time of rezoning, this level of detail will be available to many desirable and quality development projects. This requirement alone will preclude many valuable projects from locating in the City. This would be particularly true within redevelopment areas of the City.

**Recommendation:** Valley Partnership strongly recommends that the Master Development Plan be allowed to be submitted and approved along with zoning, but not required to be concurrently approved. This will allow those projects that have this level of detail available to move forward in a more expedited manner, while encouraging those who require rezoning to garner this detail the option to submit a Master Development Plan at a later date.

### 3.903 Public Hearing

~~“The Planning Commission shall hold at least one (1) public hearing on the application. Prior to the public hearing, notice shall be provided as described in Section 3.806.~~

The Planning Commission shall not consider any conditional use permit until the request is presented during a public hearing. No public hearing shall be conducted without first providing notice to the affected parties.”

**Inquiry:** What was the purpose of this change? When would a Planning Commission consider a request outside of a public hearing?



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RED Development

Debra Stark  
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OMB Associates, Inc.

**GENERAL COUNSEL**  
Michael Phalen  
Fennemore Craig

April 17, 2009

Ms. Maryann Pickering  
Zoning Administrator  
Planning Department  
City of Glendale  
5850 West Glendale Avenue, Suite 212  
Glendale, Arizona 85301

Delivered via e-mail

Dear Ms. Pickering:

Thank you for your work to engage Valley Partnership, on behalf of our 500+ Members of the commercial development industry, in the process to update the City of Glendale Zoning Ordinance.

As promised, we have reviewed chapters 4 and 5. After thorough review, our Members communicated a number of inquiries, recommendations and solutions, based on their extensive experience in other Valley communities.

For your consideration, attached are comments and suggestions that we believe will further improve the commercial development portions of the Zoning Ordinance and help the City reach its goal of responsible development for its current and future citizens.

I look forward to meeting with you to discuss these items.

Sincerely,

/s/

Alisa Lyons  
Vice President, Government Affairs

Cc: Mr. Stephen Cleveland  
Mr. Jon Froke

2817 EAST CAMELBACK ROAD  
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**Valley Partnership Review**  
**City of Glendale Zoning Ordinance Draft Chapters 4 and 5**

**Table 5.6:**

**Recommendation:**

C-O, The uses below are appropriate and desirable uses within a Commercial Office district:

- Finance Institutions: Permitted (needs to be added)
- Business support services: Permitted
- Parking structures and parking lots: Accessory Use
- Personal services: Permitted
- Religious facilities: Permitted
- Restaurants: Permitted, require a Use Permit for liquor sales
- Restaurants integrated: Permitted
- Retail stores: Permitted with size restriction

G-O, The uses below are appropriate and desirable uses within a General Office district:

- Finance Institutions: Permitted (needs to be added)
- Offices, professional, administrative, medical, dental: Permitted
- Public utility facilities: Subject to Conditions
- Religious facilities: Permitted
- Restaurants: Permitted
- Restaurants integrated: Permitted
- Retail stores: Permitted with size restriction

**Table 5.6:**

**Inquiry:** Would tattoo stores and massage services (such as Massage Envy) be permitted under Personal Services? This question also applies to Tables 5.7 and 5.8.

**5.609 Parking, D:**

“No vehicle maneuvering or parking area shall be in the front yard of the development except for ingress and egress to allowable parking areas.”

**Recommendation:** Confirm this requirement is intended only for the RO district.

**Table 5.7:**

**Recommendation:** Confirm “Commercial off-street parking” means a business the primary focus of which is to “sell” parking spaces on an hourly or daily basis.

Provide further description of “Convenience Uses”.

“Parking structures – refer to 5.707” Typo. Perhaps should read “refer to 5-705”.

Permit indoor recreational facilities less than 7,500 square feet without further restriction. Smaller scale indoor recreational uses, such as personal gyms, yoga studios, dance studios, etc. are highly desirable, positive additions to the Pedestrian Retail district and should be permitted by right.

**5.704, D 1 and 2:**

1. Except in cases of public emergency ... no permit for the demolition of any building in the PR district shall be issued unless an application for a building permit for work to replace the building ... has been approved by the Development Review Team.”
2. The Planning Director ... may determine that a demolition permit is warranted before an application for a new building permit is submitted.”

**Inquiry:** Is #2 only applicable if there is a public emergency or designation of an unsafe structure? Are there other conditions in which the Planning Director would grant a demolition permit before an application for a new building permit is submitted?

**5.704, D3:** “Landscaping shall be in accordance with a plan approved by the Dev Review Team.”  
**Recommendation:** Provide detail as to the City’s expectations of how a property subject to this provision would be required to landscape a vacant lot.

**5.704, F1:** “... at least seventy (70) percent of the total area of all new or reconstructed first story storefronts that face a public street shall be transparent.”

**Concern:** These glazing requirements are inappropriate for our climate. Such glazed areas waste energy, and conflict with ceilings or roof structures, and safety concerns.

**Solution:** Valley Partnership has discussed the ground-floor glazing standard for Pedestrian Retail use with many Valley communities that recently updated their zoning ordinances. The acceptable standard is:

- a. At least 30 percent of the ground floor wall area between two and ten feet above grade shall consist of transparent glazing;
- b. Glazing required by this ordinance should be concentrated in areas of high pedestrian activity and, to maximize energy efficiency, should be used in conjunction with shade features, including awnings, shaded sidewalks, deeply recessed windows, and covered porches or arcades.
- c. Transparent glazing required by this ordinance must be maintained without interior or exterior obstructions that substantially limit visibility, including, but not limited to, window signs, interior shelving, or window coverings (except window blinds) during hours of business operation. This section shall not apply to signage, shelving, displays, or the like, set back at least three feet from the glazing surface.

**5.704, G2:** “For each street frontage, the total of all blank façade segments shall not exceed seventy (70) percent of the street level façade of the structure.”  
**Recommendation:** This is acceptable, assuming the glazing provision is modified to 30%.

**5.705, B2:** “The overall architectural design parking facilities shall be the same as a building with occupied floor space.”  
**Recommendation:** Glazing requirements on any scale may not be compatible with the design of parking facilities. Make it clear that glazing requirements do not apply to parking facilities.

**Table 5.8:** **Recommendation:**  
NSC: The uses below are appropriate and desirable uses within a Shopping Center district:  
— Veterinary clinics: Permitted  
  
SC, The uses below are appropriate and desirable uses within a Shopping Center district:  
— Veterinary clinics: Permitted  
  
CSC, The uses below are appropriate and desirable uses within a Community Shopping Center district:  
— Indoor recreational facilities less than 7,500 SF: Permitted  
— Veterinary clinics: Permitted

- C-1, The uses below are appropriate and desirable uses within a C-1 district:
- Automobile repair, including major engine/transmission repair: Subject to Conditions
  - Automobile repair, minor more than 300 feet from residential: Permitted
  - Business trade schools: Permitted
  - Emergency medical care with 24 hour ops: Permitted
  - Indoor recreational facilities less than 7,500 SF: Permitted
  - Veterinary clinics: Permitted

- C-2, The uses below are appropriate and desirable uses within a C-2 district:
- Automobile repair, including major engine/ transmission repair: Subject to Conditions
  - Indoor recreational facilities less than 7,500 SF: Permitted

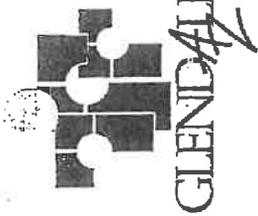
- C-3, The uses below are appropriate and desirable uses within a C-3 district:
- Indoor recreational facilities less than 7,500 SF: Permitted

**5.804:** **Inquiry:** Is the Maximum Structure Height intended to be increased to 35 feet?

- Table 5.902:** **Recommendation:**
- B-P: The uses below are appropriate and desirable uses within a Business Park district:
- Lodges and fraternal associations: Permitted
  - Wholesale sales and distribution of finished goods: Permitted
  - Wood projects, finished: Permitted

- M-1: The uses below are appropriate and desirable uses within a Light Manufacturing district:
- Dyeing and finishing of textile projects: Permitted
  - Laboratories, medical, clinical, and dental: Permitted
  - Personal services: Permitted
  - Public utility facilities: Permitted
  - Self-storage facilities: Permitted
  - Wholesale sales and distribution of finished goods: Permitted

- M-2: The uses below are appropriate and desirable uses within a Heavy Manufacturing district:
- Dyeing and finishing of textile projects: Permitted
  - Motion picture production, etc, not including towers: Permitted
  - Personal services: Permitted
  - Public utility facilities: Permitted
  - Self-storage facilities: Permitted



CITY OF GLENDALE  
 ZONING ORDINANCE UPDATE  
 DEVELOPER/CONSULTANT MEETING

February 12, 2009  
 11:00 am - Room B2

Name	Company	Address	Phone	Email
KENDALL BAXLEY	H BACA	7720 N. 16TH ST. PHX, 85020	602-274- 6545	BAXLEY@H BACA.OFF
LORIE DEVER	CMX	7740 N. 16th St PHX 85020	602-567- 1900	LDEVER@ CMXENGINEERING.COM
Alicia Lygorn	Valley Partnership	2817 E Camelback Rd # 510	602-266- 7844	aligorn@ valleypartnership.org
Andrew TICE	Montalbano Homes	1860 W. University Dr Ste 111 Tempe AZ 85281	480-720-2018	atice@montalbano.com
Debra Duert	Valley Forward Assoc.	1124 N. 86th Way Scottsdale 85259	602- 882-8200	azgate@cox.net
Courtney Bellinus	Capital Consulting AZ Multihousing	P.O. Box 13116 Phx., Az 85002	602-712-1121	Courtney@ <del>capitalconsulting</del> capitalconsultingaz.com
CiRenwien Johnson	Valley Forward	AZ State Parks 1300 W Washington PHX 85007	602 364-0911	gjohnson@azstateparks.gov
Jan Frute	CITY OF GLENDALE			

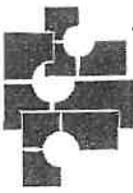
Name	Company	Address	Phone	Email
Mangian Pickering	City of Glendale			
THOMAS RITZ	CITY OF GLENDALE			
<del>BRONZINI</del> CANNATARO	COE & VAN LOO	4550 N. 12th St. PHX AZ 85014	602-285-4700	gjennetaro@coecl.com

## Developer / Consultant Meeting

2/12/09

- formbased code - involve all departments that would use it.
- keep flexibility of PAD (Westgate/Kalamata)
- possibility of PTO/210
- PAD has lots of engineering requirements up front
- photometrics / grading / drainage up front - streamline
- Valley Forward promote sustainability recreational opportunities with the industrial
- administrative review discussion  
what's public and what can be done at staff level - appeals process
- flexibility of PADS to allow more flexibility of site plan locations
- zoning almost too restrictive these days
- landscape reviews easier since LA position gone
- landscape ordinance should encourage more sustainability
- graywater used for landscape - Tucson ordinance
- zoning super flexible and more specific requirements come from design codes, building codes, etc.

- connectivity between urban cores
- SUPNISC update now - visual preference
- BQAZ transportation comments
  - specific questions and comments
  - transportation planning framework



**GLENDALÉ**

**CITY OF GLENDALE  
ZONING ORDINANCE UPDATE  
SIGN COMPANIES MEETING**

February 17, 2009  
11:00 am - Room 2A

Name	Company	Address	Phone	Email
Margann Pickering	Glendale Planning			
JOSH GAINS	Young Electrical Sign Co.	6725 W. Chicago St.	(480) 449-3726	jgains@yesca.com
Brent VanDeman	Boote & Duke Sign Co.	4028 W. Whittier Phx, AZ	602-272-9356	brent@booteandduke.com
Jim May	COG Planning		(623) 930-2594	jmay@glendaleaz.com
Jan Froke	C.O.G. PLANNING		623.930.1585	
CHUMTA HURD	CHRISTY SIGNS	1826 N.S. BLK CYN HURD	602-242-4488	CHUMTA@CHRISTYSIGNS.COM
Diana Figueroa	Planning			

2/17/09

# 20 Update Signs

- relief in Co, better allocate square footages
- office clients want commercial standards
- match building appropriately
- spacing location of monument signs
- linear frontage / but deep properties should be allowed more
- fascia board up higher is doing lower level implies all businesses are on that level
- need some flexibility for locating on tenant space
- CS packages are done a lot more at staff level

Surprise, Mesa, Gilbert, Phoenix

- separate DR board is difficult  
Tempe has one
- Goodyear has predetermined criteria and those parameters can be done at staff level
- Gilbert - sandwich board signs or Tempe for Mill Avenue

## freeway facing signs?

(2)

- Goodyear (others) shyly about from cabinet signs
- calculation of sign area
  - most cities are 1:1
  - 775' from row, you get a little more like 1 1/2 for 1 for primary
- definition of frontage
- special allowance for big box
- Peoria/Scottsdale allow signs based on square footages
- monument signs
  - Mesa - max 12 and then extra 20% 4.4
  - Phoenix - up to 25'
- most separation is 100' and both streets
- 10 items of info - not including in address - name of center can be a burden
- reader boards - International Sign Association has information on what works, what doesn't
  - CMP in Phoenix
  - 2 second change is industry standard
- digital images on buildings
- initial fee up front to start process - no complex process

- better estimate / simple fee process
- interior design guidelines
  - trademarks
  - allowable
- modifiers
  - typical to have a lot more than 3
  - rules about businesses within businesses - those don't count towards modifiers
  - maybe change box size to 60-80 ft more typical of grocery store size

- freeway sign

- have a max (parameters) and allow flexibility from there
- 40' start - 60-80 is common
- 600 ft is ~~that~~ the starting point for signs 10x15 panels typical

- simple - Phoenix is consistent/easy
- emerging technology
- business friendly
- classes for contractors
- consistency on reviews at staff levels
- simplicity helpful to all
- signs not tied to other site development

**From:** Kendall Baxley [baxleyk@hbaca.org]  
**Sent:** Wednesday, March 18, 2009 11:18 AM  
**To:** Pickering, Maryann  
**Subject:** Review of Zoning Articles 1 and 3

Good morning Maryann,

This communication is to serve as notification that the Home Builders Association of Central Arizona has reviewed Articles 1 and 3 of the City of Glendale Zoning Ordinance and has no comments or requests for clarification relative to either Article.

The HBACA appreciates the opportunity afforded by the City of Glendale of being a valued stakeholder in this important process and look forward to the release of further updates.

Best always,  
Kendall

**Kendall Baxley, AIA** :: *Sr. Deputy Director Municipal Affairs*  
**Home Builders Association of Central Arizona (HBACA)**  
7720 N. 16th St. | Suite 310 | Phoenix AZ 85020  
O: 602-274-6545 | fax 602-234-0442 | M: 480-205-5276  
[www.hbaca.org](http://www.hbaca.org)

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ORDINANCE NO. 2798 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTY LOCATED 6450 WEST NORTHERN AVENUE BY DIRECTING THE EXECUTION OF A QUITCLAIM DEED AND/OR OTHER DOCUMENTS NECESSARY FOR THE EXPANSION OF RESTHAVEN PARK CEMETERY; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City's interest in the property located 6450 West Northern Avenue in Glendale, Arizona is conveyed to SCI ARIZONA FUNERAL SERVICE, INC., dba Resthaven Park Cemetery and that title to the released property shall vest as provided by law. The legal description of said property is as follows:

The East 50 feet of the West 100 feet of the Northeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 East of the Gila River Base and Meridian, Maricopa County, Arizona;  
EXCEPT the North 40 feet thereof.

SECTION 2. That the City Manager is hereby authorized and directed to execute a Quitclaim Deed and any and all documents necessary to complete this transaction.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer

SUBJECT: **QUIT CLAIM DEED: RESTHAVEN PARK CEMETERY**

### *Purpose*

---

This is a request for City Council to adopt an ordinance authorizing the City Manager to execute a quit claim deed in favor of SCI Arizona Funeral Services, Inc., to enable expansion of Resthaven Park Cemetery located at 6450 West Northern Avenue.

### *Council Strategic Goals or Key Objectives Addressed*

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Executing the quit claim deed supports Council's goal of one community with quality economic development and one community with high-quality services for citizens by enabling expansion planning of Resthaven Park Cemetery.

### *Background*

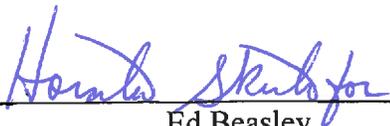
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The city owns a strip of property that runs along the western edge of the undeveloped northern most portion of the cemetery's land. The strip was given to the city by Resthaven Park Cemetery in 1970 by quit claim deed for the future development of 65<sup>th</sup> Avenue, which was never improved north of Northern Avenue. The parcel has never been used by the city and transferring the parcel back to Resthaven in order to facilitate expansion of the cemetery is appropriate. Transfer by quit claim deed is consistent with the city's ownership interest.

### *Recommendation*

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Waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute a quit claim deed in favor of SCI Arizona Funeral Services, Inc.

  
Ed Beasley  
City Manager



# Attachment Memorandum

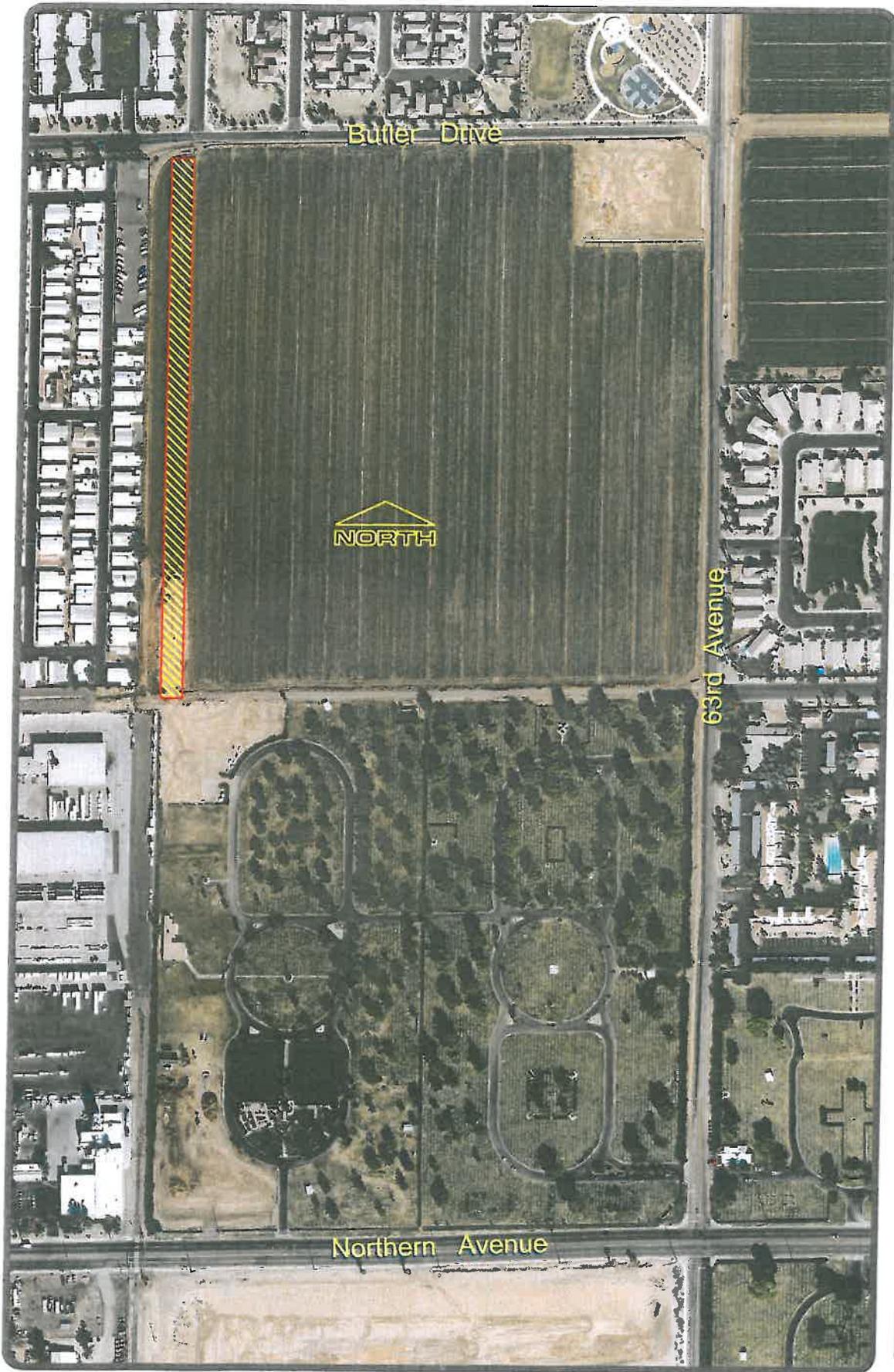
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DATE: 01/24/2012  
TO: Ed Beasley, City Manager  
FROM: Gregory Rodzenko, P.E., Acting City Engineer  
SUBJECT: QUIT CLAIM DEED: RESTHAVEN PARK CEMETERY

---

1. Ordinance
2. Quit Claim Deed
3. Map





**QUIT CLAIM DEED  
RESTHAVEN PARK CEMETERY**



ORDINANCE NO. 2799 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
GLENDALE, MARICOPA COUNTY, ARIZONA, ESTABLISHING  
AN AD-HOC CITIZEN TASK FORCE ON WATER AND SEWER;  
AND SETTING FORTH INSTRUCTIONS AND CHARGES.

WHEREAS, at the June 7, 2011 Council Workshop, Mayor Scruggs requested a preliminary report on the establishment of a citizen's task force which would educate the participants on the operational processes, demands, and rate policies associated with Glendale's water and sewer utility;

WHEREAS, in a subsequent Council Workshop meeting, and in response to the Mayor's request, staff presented the preliminary framework for the establishment of a citizen task force on water and sewer to Council; and

WHEREAS, a presentation was provided to the Government Services Subcommittee requested guidance on process guidelines to outline the process for moving forward.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That pursuant to Article V, Section 1 of the Glendale City Charter, the Council hereby establishes an Ad-Hoc Citizen Task Force on Water and Sewer. The Mayor and each member of the Council may appoint up to 10 members to serve on the committee. All members of the committee must be residents of the City of Glendale, and shall serve without compensation.

SECTION 2. The Ad-Hoc Citizen Task Force on Water and Sewer shall be established and appointed as a limited duration advisory committee. The task force members will be provided with an educational program/process covering water resources planning, water/wastewater treatment, reclaimed water storage, and other pertinent topics. Based upon the education provided and through facilitated consensus building, the task force would be asked to provide Council with policy-related recommendations for Glendale's water and wastewater utility.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale,  
Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

SUBJECT: **AD-HOC CITIZEN TASK FORCE ON WATER AND SEWER**

### *Purpose*

---

This is a request for City Council to adopt an ordinance establishing an Ad-Hoc Citizen Task Force on water and sewer.

### *Council Strategic Goals or Key Objectives Addressed*

---

This request supports Council's goal of one community with high-quality services for citizens by increasing citizen involvement in local government.

### *Background*

---

At the June 7, 2011 Workshop, as a Council Item of Special Interest, Mayor Scruggs requested a preliminary report on the establishment of a citizen task force which would educate the participants on the operational processes, demands, and rate policies associated with Glendale's water and sewer utility. In a subsequent Council workshop, staff presented the preliminary framework for the establishment of a citizen task force on water and sewer. A presentation was provided to the Government Services Committee on the process for moving forward.

To assist with this endeavor, staff is requesting Council establish and appoint an advisory committee that would serve as a task force on water and sewer. The task force members shall be Glendale residents and serve without compensation. Each Councilmember may recommend up to 10 citizens for this task force. Each citizen recommendation will be processed through the existing standard protocol for all board and commission members. Current board or commission members will also be allowed to serve on this task force while serving their assigned appointment. The task force will be provided with an educational program/process covering water resources planning, water/wastewater treatment, reclaimed water storage, and other pertinent topics. Through this educational program, the task force would be asked to provide Council with policy-related recommendations for Glendale's water and sewer utility.

## *Previous Council/Staff Actions*

---

On December 20, 2011, Councilmember Clark, as Chair of the Government Services Committee, made a presentation to Council on the proposed citizen task force on water and sewer.

At the September 6, 2011 Workshop, staff presented the preliminary framework for the establishment of a citizen task force on water and sewer and a follow-up presentation was made by staff to the Government Service Committee on November 1, 2011.

At the June 7, 2011 Workshop, a preliminary report on the establishment of a citizen task force on water and sewer was requested.

## *Community Benefit*

---

The Ad-Hoc Citizen Task Force on water and sewer will provide citizens an opportunity to learn the various functions, processes, and considerations required to effectively and efficiently provide water and sewer services to the community.

## *Budget Impacts & Costs*

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The Water Services Department will incur the cost for a professional outside facilitator. The cost is anticipated to be less than \$50,000 and funding is available in the Water Services FY 2011-12 operating budget.

## *Recommendation*

---

Waive reading beyond the title and adopt an ordinance establishing the Ad-Hoc Citizen Task Force on water and sewer.

  
\_\_\_\_\_  
Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012

TO: Ed Beasley, City Manager

FROM: Craig Johnson, P.E., Executive Director, Water Services

SUBJECT: AD-HOC CITIZEN TASK FORCE ON WATER AND SEWER

---

1. Ordinance

ORDINANCE NO. 2800 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2010-11 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following transfers of appropriation authorization in the adopted Fiscal Year 2010-11 budget are hereby authorized:

[See Exhibit A attached hereto and incorporated herein by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

**Exhibit A - FY 2010-11 Inter-Fund Transfers for Council Approval**

Line	Type of Transfer	Date	Transfer From...				Amount	Transfer To...					
			Fund	Rollup	Div	Division Description		Fund	Rollup	Div	Division Description		
1	CIP Approp Transfer	08/11/2010	1600	805	91028	Fund 1600 CIP Reserve	510200	1500	800	74751	Library Books - Pop. Growth	550300	
2	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	1000	800	81055	Sales Tax System	503400	
3	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	594	800	81055	Sales Tax System	505400	
4	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	43,651	800	81055	Sales Tax System	504400	
5	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	112	800	81055	Sales Tax System	511400	
6	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	159,579	1000	800	81055	Sales Tax System	522700
7	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	133,199	1000	800	81055	Sales Tax System	526800
8	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	49,801	1000	800	81056	Fire Suppression System	550800
9	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	18,245	1000	800	81056	Fire Suppression System	551200
10	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	4,452	1000	800	81055	Sales Tax System	504000
11	CIP Approp Transfer	07/26/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	248,441	2060	800	70520	Sahuaro Ranch Park Improv.	550300
12	CIP Approp Transfer	08/11/2010	2080	805	91001	Fund 2080 CIP Reserve	510200	32,000	2480	800	78003	Sideloar Refuse Trucks - 17830	550300
13	CIP Approp Transfer	08/11/2010	2120	805	91021	Fund 2120 CIP Reserve	510200	5,600	1000	800	81059	Time, Labor, Payroll & Reports	518200
14	CIP Approp Transfer	1/22/2010	2120	805	91021	Fund 2120 CIP Reserve	510200	1	1000	800	81057	Repayment to State Aviation	560400
15	CIP Approp Transfer	07/26/2010	2130	805	91000	Fund 2130 CIP Reserve	510200	12,219	2060	800	70520	Sahuaro Ranch Park Improv.	550300
16	CIP Approp Transfer	07/26/2010	2140	805	91004	Fund 2140 CIP Reserve	510200	139,661	2060	800	70520	Sahuaro Ranch Park Improv.	550300
17	CIP Approp Transfer	08/11/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	5,000	2040	800	75020	City Court Building	550300
18	CIP Approp Transfer	08/11/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	46,996	2040	800	75034	Engine & Ladder Replacement	550300
19	CIP Approp Transfer	08/11/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	266,326	2040	800	75035	Fire Ladder Truck & Tender	550300
20	CIP Approp Transfer	08/11/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	138,600	2140	800	70006	Sahuaro Ranch Park Improv.	550300
21	CIP Approp Transfer	07/26/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	174,177	2360	800	60000	Utility Billing System Repl.	550300
22	CIP Approp Transfer	07/26/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	11,894	2360	800	60002	Addtl. Recharge Capacity	550300
23	CIP Approp Transfer	07/26/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	146,407	2360	800	60007	Arwhd Wtr Reclam Fac Imps	550300
24	CIP Approp Transfer	07/26/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	49,826	2360	800	60008	WAWRF Phase IV	550300
25	CIP Approp Transfer	07/26/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	4,122,591	2400	800	61036	Zn4 Groundwater Trtment Plant	550300
26	CIP Approp Transfer	07/26/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	96,686	2420	800	63016	Sewer Line Replacement	550300
27	CIP Approp Transfer	07/26/2010	2180	805	91009	Fund 2180 CIP Reserve	510200	3,747	2440	800	78519	Landfill Entrance Signal	550300
28	CIP Approp Transfer	04/04/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	49,404	1650	800	67530	Fiber & Conduit - DMS	518200
29	CIP Approp Transfer	04/04/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	150,000	1650	800	67531	Fiber & Conduit for ITS	518200
30	CIP Approp Transfer	04/14/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	10,000	1650	800	67536	FTA AZ-90-X103 Grant	521000
31	CIP Approp Transfer	04/14/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	314,896	1650	800	67536	FTA AZ-90-X103 Grant	532400
32	CIP Approp Transfer	04/14/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	247,013	1650	800	67536	FTA AZ-90-X103 Grant	551400
33	CIP Approp Transfer	04/14/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	635,896	1650	800	67537	FTA X006 Predisign ArrowheadTC	551200
34	CIP Approp Transfer	04/14/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	840,366	1650	800	67538	FTA 0203 Design ArrowheadTC	551200
35	CIP Approp Transfer	03/18/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	121,730	1980	800	68120	Promenade Parking/Tenant Imps	551200
36	CIP Approp Transfer	03/18/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	660,858	1980	800	68120	Promenade Parking/Tenant Imps	550800
37	CIP Approp Transfer	03/18/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	32,152	1980	800	68120	Promenade Parking/Tenant Imps	551000
38	CIP Approp Transfer	03/18/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	6,319	1980	800	68120	Promenade Parking/Tenant Imps	552000
39	CIP Approp Transfer	03/18/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	1,400	1980	800	68120	Promenade Parking/Tenant Imps	552400
40	CIP Approp Transfer	03/18/2011	2210	805	91017	Fund 2210 CIP Reserve	510200	12,716	1980	800	68120	Promenade Parking/Tenant Imps	552600
41	CIP Approp Transfer	01/10/2011	2400	805	91015	Fund 2400 CIP Reserve	510200	185,000	2480	800	78007	IVR System - Sanitation	551200
42	Other Approp Transfer	various	1000	244	11801	Fund 1000 Non-Dept	513600	428,228	1340	632	16920	Street Light Management	513600
43	Other Approp Transfer	06/30/2011	1000	155	10890	Convention/Media/Parking	513400	7,964	1740	431	11710	Civic Center	500200
44	Other Approp Transfer	04/13/2011	1140	231	11530	Technology Replacement	551400	100,000	1120	620	13610	Equipment Replacement	551400
45	Other Approp Transfer	various	1281	331	12515	Fire - Fiesta Bowl Event	various	45,831	1283	331	12485	CBRanch - Fire Event Staffing	various
46	Other Approp Transfer	12/09/2010	1282	312	12190	Arena-PD Event Staffing	500600	278,000	1281	312	12355	PD - BCS Event	various

**Exhibit A - FY 2010-11 Inter-Fund Transfers for Council Approval**

Line	Type of Transfer	Date	Transfer From...				Amount	Transfer To...				Acct
			Fund	Rollup	Div	Division Description		Fund	Rollup	Div	Division Description	
47	Other Approp Transfer	06/30/2011	1320	441	31001	CDBG Programs	27,000	1830	441	31904	PREHAB Faith House-ESG	518200
48	Other Approp Transfer	06/30/2011	1320	441	31001	CDBG Programs	30,000	1830	441	31902	Central AZ Shelter Svcs-ESG	518200
49	Other Approp Transfer	various	1340	632	various	Traffic Signals/Signs & Markings	24,110	1760	633	16410	Airport Operations	various
50	Other Approp Transfer	10/15/2010	1650	800	67505	CIP Transport, Grant Reserve	33,895	1660	632	16550	Demand Management	518200
51	Other Approp Transfer	07/08/2010	1660	632	16510	Transportation Program Mgmt	1,300	1000	220	11210	Administration Services Admin.	518200
52	Other Approp Transfer	04/18/2011	1840	470	32118	Miscellaneous Grants	350,000	1311	441	30910	NSP III	various
53	Other Approp Transfer	05/02/2011	1840	331	34001	Grant Approp - Fire Dept	658,474	1720	331	12610	Fire - Special Revenue Fund	various
54	Other Approp Transfer	various	1840	470	32118	Miscellaneous Grants	1,697,378	1820	171	various	Various CAP Grants	various
55	Other Approp Transfer	various	1840	470	32118	Miscellaneous Grants	1,000,232	1842	171	various	Various ARRA Grants	various
56	Other Approp Transfer	various	1840	312	33021	Grant Approp - Police Dept	1,552,000	1860	312	32030	State RICO	various
57	Other Approp Transfer	04/18/2011	1840	470	32118	Miscellaneous Grants	160,000	1870	154	various	Various Special Event Divisions	518200
58	Other Approp Transfer	06/30/2011	1840	470	32118	Miscellaneous Grants	50,000	1880	421	14890	Aquatic Self Sustaining	500400
59	Other Approp Transfer	06/14/2011	1840	470	32118	Miscellaneous Grants	45,000	1885	421	13140	Cactus Pool Repair	550800
60	Other Approp Transfer	06/24/2011	1840	470	32118	Miscellaneous Grants	25,000	1885	421	13190	GESD ES Ballfields	518200
61	Other Approp Transfer	10/01/2010	1842	various	various	Various ARRA Grants	367,642	1840	470	32118	Miscellaneous Grants	various
62	Other Approp Transfer	06/29/2011	1885	421	13190	GESD ES Ballfields	10,000	1880	421	14830	Rec Self Sust-Foothills Rec	518200
63	Other Approp Transfer	01/10/2011	1980	222	89802	1980 Advisor Fees	5,913	2000	222	89807	2000 Advisor Fees	518200
64	Other Approp Transfer	01/10/2011	2000	222	89807	2000 Advisor Fees	6,606	1000	222	89800	1000 Advisor Fees	518200
65	Other Approp Transfer	01/10/2011	2000	222	89807	2000 Advisor Fees	1,656	2040	222	89806	2040 Advisor Fees	518200
66	Other Approp Transfer	01/10/2011	2000	222	89807	2000 Advisor Fees	3,112	2180	222	89808	2180 Advisor Fees	518200
67	Other Approp Transfer	01/10/2011	2000	222	89807	2000 Advisor Fees	3,407	2210	222	89813	2210 Advisor Fees	518200
68	Other Approp Transfer	01/10/2011	2060	222	89804	2060 Advisor Fees	5,506	2000	222	89807	2000 Advisor Fees	518200
69	Other Approp Transfer	01/10/2011	2080	222	89814	2080 Advisor Fees	1,388	2000	222	89807	2000 Advisor Fees	518200
70	Other Approp Transfer	01/10/2011	2100	222	89815	2100 Advisor Fees	944	2000	222	89807	2000 Advisor Fees	518200
71	Other Approp Transfer	various	2210	805	91017	Fund 2210 CIP Reserve	2,788,920	1000	540	16025	Business Development	518200
72	Other Approp Transfer	06/30/2011	2210	805	91017	Fund 2210 CIP Reserve	1,610	1970	900	89991	Transportation Debt Service	561400
73	Other Approp Transfer	07/08/2010	2360	641	17110	Utilities Administration	1,300	1000	220	11210	Administration Services Admin.	518200
74	Other Approp Transfer	07/08/2010	2440	620	17710	Landfill	1,400	1000	220	11210	Administration Services Admin.	518200
75	Other Approp Transfer	03/02/2011	2440	620	17750	MRF Operations	3,000	2420	641	17699	Storm Water	532500
76	Other Approp Transfer	12/14/2010	2480	620	17840	Residential-Loose Trash Collec	19,658	1340	620	16730	Street Cleaning	various
77	Other Approp Transfer	03/02/2011	2480	620	17830	Curb Service	3,000	2420	641	17699	Storm Water	532400
78	Other Transfer (Sch4)	06/30/2011	1000	1000	01000	General Fund	1,977,702	2080	2080	02080	Facilities Bond Revenue	601900
79	Other Transfer (Sch4)	various	1000	1000	01000	General Fund	378,845	2500	2500	02500	Public Housing	601000
80	Other Transfer (Sch4)	04/20/2011	1010	1010	01010	Natl Events Reserve	335,000	1000	1000	01000	General Fund	601010
81	Other Transfer (Sch4)	07/01/2010	1660	1660	01660	Transportation Sales Tax	1,300	1000	1000	01000	General Fund	601660
82	Other Transfer (Sch4)	04/20/2011	1880	1880	01880	Rec. Self-Sustaining	154,000	1000	1000	01000	General Fund	601880
83	Other Transfer (Sch4)	various	2360	2360	02360	Water/Sewer Revenue	28,665	1000	1000	01000	General Fund	601000
84	Other Transfer (Sch4)	11/29/2010	2480	2480	02480	Sanitation Revenue	19,658	1340	1340	01340	Street Fund Revenue	602480
85	Other Transfer (Sch4)	04/05/2011	2536	2536	02536	Training Facility Capital Proj	612,766	1940	1940	01940	MPC Bond Debt	602536
86	Other Transfer (Sch4)	08/03/2011	2540	2540	02540	Self-Insurance Rev.	1,450,000	2560	2560	02560	Worker's Comp Revenues	602540



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services

SUBJECT: **FISCAL YEAR 2010-11 BUDGET AMENDMENTS**

### *Purpose*

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This is a request for City Council to adopt an ordinance approving the FY 2010-11 budget amendments. This action is routinely done after the Comprehensive Annual Financial Report for the prior fiscal year is completed.

### *Council Strategic Goals or Key Objectives Addressed*

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Review of the FY 2010-11 budget amendments is consistent with Council's goal of one community that is fiscally sound by supporting the city's financial stability.

### *Background*

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A budget amendment is a transfer of appropriation authority and most amendments are done to reconcile the prior fiscal year's actual savings with requested carryover. Overall, the City of Glendale's total FY 2010-11 budget appropriation across all funds is unchanged. Council is requested to adopt an ordinance approving the amendments to the prior fiscal year budget as a final action.

Most of the budget amendments are associated with capital projects. During the course of FY 2010-11, capital project carryover was reconciled to actual savings from the prior fiscal year. When departments prepared their FY 2010-11 capital project budgets, they estimated their amount of carryover savings. The Management and Budget Department subsequently reconciled each department's actual savings from the prior fiscal year with their estimated carryover budget for FY 2010-11 and then increased or decreased their budgets accordingly.

### *Previous Council/Staff Actions*

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This type of action is done after the annual audit for the prior fiscal year is completed. For example, Council approved a similar ordinance for FY 2009-10 on February 22, 2011.

## *Budget Impacts & Costs*

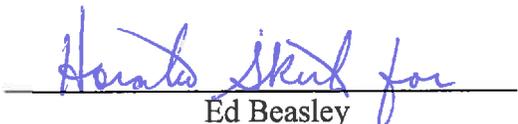
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Overall, the City of Glendale's total FY 2010-11 budget appropriation across all funds remain unchanged.

## *Recommendation*

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Waive reading beyond the title and adopt an ordinance approving the FY 2010-11 budget amendments.

  
Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012  
TO: Ed Beasley, City Manager  
FROM: Sherry M. Schurhammer, Executive Director, Financial Services  
SUBJECT: FISCAL YEAR 2010-11 BUDGET AMENDMENTS

---

1. Ordinance

RESOLUTION NO. 4538 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR UTILITY RELOCATIONS AND ENHANCEMENTS OF GRAND AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for utility relocations and enhancements of Grand Avenue (IGA/JPA 10-142-I) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

RESOLUTION NO. 4539 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF SIX INTERGOVERNMENTAL AGREEMENTS ENTITLED, "CONSTRUCTION SERVICES CONTRACT (MUNICIPAL DISTRIBUTION)" WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT TO UNDERGROUND UTILITIES AT VARIOUS LOCATIONS WITHIN THE CITY OF GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that six intergovernmental agreements entitled, "Construction Services Contract (Municipal Distribution)" with the Salt River Project Agricultural Improvement and Power District to underground utilities at the following locations be entered into, which agreements are now on file in the office of the City Clerk of the City of Glendale:

SRP Job #:	KJ200703
Location:	67 <sup>th</sup> and Grand Avenues
SRP Job #:	JJ200180
Location:	67 <sup>th</sup> and Grand Avenues
SRP Job #:	KJ200699
Location:	Grand and Missouri Avenues
SRP Job #:	JJ200177
Location:	Grand and Missouri Avenues
SRP Job #:	JJL00204
Location:	Grand Avenue (Butler Drive to Northern Avenue)
SRP Job #:	KJL00297
Location:	US60, SR101L to McDowell Road (Glendale)

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreements on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale,  
Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

01/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **AGREEMENTS FOR INFRASTRUCTURE  
IMPROVEMENTS ALONG GRAND AVENUE**

### *Purpose*

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This is a request for City Council to authorize the City Manager to enter into agreements with the Arizona Department of Transportation (ADOT), Salt River Project (SRP) and Arizona Public Service (APS) for infrastructure improvements along Grand Avenue.

### *Council Strategic Goals or Key Objectives Addressed*

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This request supports Council's goal of one community with high-quality services for citizens by improving the Grand Avenue transportation corridor within the city.

### *Background*

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ADOT and Glendale are participating in a joint project to improve traffic flows and enhance the appearance of Grand Avenue. The project includes construction of turn lanes, access control measures, undergrounding utilities, landscape enhancements, upgraded street lighting, and continuous sidewalks. ADOT anticipates construction to begin in the Summer of 2012.

In preparation for construction on Grand Avenue, certain utilities will need to be relocated. The intergovernmental agreement (IGA) with ADOT will provide reimbursements to the city for costs associated with undergrounding existing overhead electric and telecommunication lines, installation of new underground power lines for new street lighting, and city inspection services for utility relocations. ADOT will reimburse the city for the full costs associated with these electrical utility relocations and inspection services in the estimated amount of \$1,959,913.50. Additionally, this IGA requires the city to cover the cost to relocate water utilities in the amount of \$332,770.

The city will contract with SRP and APS to underground all existing electrical power lines and to install underground electrical service for new street lights along Grand Avenue.

The IGAs with SRP are for an estimated total amount of \$545,305.60, and the agreement with APS is estimated at \$1,236,434. The city will be fully reimbursed for the cost of these agreements per the IGA with ADOT.

## *Previous Council/Staff Actions*

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On October 9, 2007, Council approved an IGA with ADOT for completion of a Design Concept Report for Grand Avenue between 43<sup>rd</sup> and 71<sup>st</sup> Avenues.

## *Community Benefit*

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The proposed infrastructure improvements along Grand Avenue will help improve traffic flows, and enhance the appearance of Grand Avenue.

## *Public Input*

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On June 26, 2008, ADOT held an open house meeting in Glendale for public comments on the Design Concept Report and Environmental Study for Grand Avenue improvements. No comments were received from the public.

Proposed improvements on Grand Avenue have been presented at each of the annual GO Program public meetings since 2003. No comments were received from the public.

## *Budget Impacts & Costs*

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The IGAs with SRP are for an estimated total amount of \$545,305.60, and the agreement with APS is estimated at \$1,236,434; the city also agrees to pay ADOT \$332,770 to relocate water utilities along Grand Avenue; these costs total \$2,114,509.60. These funds are available in the FY 2011-12 capital improvement plan.

ADOT will reimburse the city for the project costs and any costs beyond the estimated \$1,781,739.60 to underground utilities along Grand Avenue between 43<sup>rd</sup> and 71<sup>st</sup> Avenues and \$178,173.96 for inspection services.

The project will result in new operating costs estimated at \$43,000 beginning in FY 2012-13 associated with maintenance of new landscaping/street lighting and will be covered by the GO Transportation Fund.

<b>Grants</b>	<b>Capital Expense</b>	<b>One-Time Cost</b>	<b>Budgeted</b>	<b>Unbudgeted</b>	<b>Total</b>
X	X		X		\$2,114,509.60

### ***Account Name, Fund, Account and Line Item Number:***

A specific project account will be established in Fund 1650, the city's Transportation Grant Fund, once the agreements are formally executed.

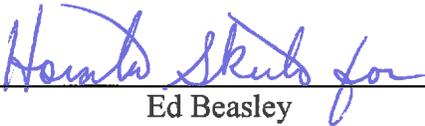
Water Line Replacement, Account No. 2400-61013-55120, \$332,770

## *Recommendation*

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Make the following motions for infrastructure improvements along Grand Avenue:

1. Waive reading beyond the title and adopt Resolution No. 4538, New Series, authorizing the City Manager to enter into an intergovernmental agreement with the **Arizona Department of Transportation**;
2. Waive reading beyond the title and adopt Resolution No. 4539, New Series, authorizing the City Manager to enter into an intergovernmental agreements with **Salt River Project**; and
3. Authorize the City Manager to enter into an agreement with **Arizona Public Service**.

  
\_\_\_\_\_  
Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 01/24/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: AGREEMENTS FOR INFRASTRUCTURE IMPROVEMENTS ALONG  
GRAND AVENUE

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1. Resolution 4538
2. Resolution 4539
3. Intergovernmental Agreement with ADOT
4. Intergovernmental Agreements with SRP
5. Agreement with APS

ADOT File No.: IGA/JPA 10-142I  
AG Contract No.: P001-2011-XXXXXX  
Project: US60, Grand Avenue  
Section: SR101L to McDowell Road  
COG/MPO TIP Item No.: DOT10-6C29  
TRACS No.: H7328 01C / MAINTAGR  
Budget Source: 40310 / H7328 01C

**12-21-2011**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLENDALE

**THIS AGREEMENT** is entered into \_\_\_\_\_, 2012 pursuant to Arizona Revised Statutes, §11-951 through §11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL ("The City"). The State and The City are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has programmed for the roadway improvements of US 60, Grand Avenue, from State Route 101L (SR 101L) to McDowell Road. The State's proposed work within the City is from 71<sup>st</sup> Avenue to 43<sup>rd</sup> Avenue (approximately milepost 153 to milepost 157.6) and includes, but is not limited to: constructing conduit and pull boxes for reinstallation of fiber optic cables; constructing landscaping, turn lanes, access control walls, sidewalk, and railroad spur crossing; installing fire hydrants, fire access gates, and fencing; relocating waterlines (*at the City's request*); relocating utilities; relocating or constructing street lighting/poles and traffic signals; paving and closing access openings; all in accordance with the Project Documents, collectively herein referred to as the "Project". The purpose of this Agreement is to define each Party's responsibility relative to the design and construction of the Project and maintenance following the completion of the work by the Parties.

4. The Parties hereto agree and acknowledge to the following conditions: **a)** the right of way exchanges and property transfers will be by a separate Right of Way or Intergovernmental Agreement between the Parties, followed by State Transportation Board action; **b)** the Parties will perform their responsibilities consistent with this Agreement; and **c)** any changes to the scope of work relative to the City's requested elements, will only occur upon the mutual written agreement of the Parties.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## **II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement and concurrence by Maricopa Association of Governments (MAG), transfer MAG program funds and remit to the City, in the estimated amount of **\$1,959,914.00**, as shown on Exhibit A, attached hereto and made a part hereof. This amount is based on cost estimates provided to the City by Arizona Public Service (APS) and Salt River Project (SRP), for the design and construction of certain items by APS and SRP, indirectly related to the Project, including underground relocation of existing overhead power and communication lines and underground construction of new power lines for lighting from 71<sup>st</sup> Avenue to 43<sup>rd</sup> Avenue. This estimate included up to 10% for supervision and inspection by City forces of the work described herein and Exhibit A. The work will be at the approximate locations shown in the following table:

<b>City of Glendale Utility Relocation or Installation Responsibilities</b>			
<b>Utility</b>	<b>Approximate Station Location</b>	<b>Arizona Public Service</b>	<b>Salt River Project</b>
1. Underground Existing 12 kV Power Line	Station 399+00 to Station 421+00 North Side US 60	X	
2. Underground Existing 12 kV Power Line	Station 446+00 to Station 500+00 North Side US 60	X	
3. Construct New Electric Line for Street Lighting	Station 363+00 to Station 500+00 South Side US 60	X	
4. Underground Existing 12 kV Power Line	Station 297+00 to Station 299+00 South / North Side US 60		X
5. Construct New Electric Line for Street Lighting	Station 274+00 to Station 361+00 South Side US 60		X
6. Construct New Electric Line for Street Lighting	Station 288+00 to Station 296+00 North Side US 60		X
7. Construct New Electric Line for Street Lighting	Station 512+00 to Station 545+00 North Side US 60		X

b. Review and provide to MAG for concurrence, any cost increases that exceed the amount referenced in II.1.a above.

c. If necessary and upon concurrence by MAG, transfer additional MAG funds to the City if additional cost for the work by APS and SRP, exceeds the estimated amount referenced in II.1.a above.

d. Grant the City a temporary construction easement in the area between 71<sup>st</sup> Avenue to 43<sup>rd</sup> Avenue, to construct certain items referenced above, including: relocation of existing overhead power and communication lines on the North side of US 60, and underground construction of new power lines for lighting on the South side of US 60, from 71<sup>st</sup> Avenue to 43<sup>rd</sup> Avenue, as shown on the Project Documents, subject to all appropriate permits being obtained by the City.

e. Upon completion of the work performed by APS and SRP and receipt of a recapitulation by the City, if necessary and upon concurrence by MAG, transfer additional MAG program funds to the City for reimbursement if the actual costs for said items exceed the initial amount transferred to the City.

f. Return to MAG any excess funds received from the City, if the actual cost for work by APS and SRP is less than the estimated cost transferred by the State to the City, as referenced in II.1.a above.

g. Utilize the City's personnel to provide construction engineering inspection services as agreed upon by the State and the City per the Project Documents and in accordance with II.3.c.

h. Within 60 days prior to the Project's advertisement, invoice the City **\$332,770.00**, for the estimated costs of the City's waterline relocation (within the Project limits from 71<sup>st</sup> Avenue to 43<sup>rd</sup> Avenue), incorporated in the State's improvements of US 60, which includes fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%) design engineering and administration (10%), and includes applicable estimated indirect costs (iCAP), approved by the Federal Highway Administration (FHWA ), shown on Exhibit B, attached hereto and made a part hereof.

i. Invoice the City for any additional costs of the City's waterline relocation, should the actual cost exceed the estimated amount referenced in II.1.h above.

j. Be responsible for acquiring all rights of way needed for the Project that have not been acquired by the City. Upon approval by Resolution of the State Transportation Board and prior to the start of construction, bring all necessary rights of way acquired by the City, into the State highway system for construction of the Project, in accordance with Arizona Revised Statutes, Title 28 Article 6.

k. Retain and contract with one or more professional design consultants (the "Consultants"), to prepare to state and federal requirements, design plans, specifications, and other such documents and services required for the bidding and construction of the Project ("Project Documents").

l. Conduct monthly design progress meetings and provide the City the Project Documents for review and comment, as required, incorporating the City's comments as appropriate.

m. Before construction of the Project, enter into a construction and maintenance agreement (ref. 3324-10-BNSF) with the Burlington Northern Santa Fe (BNSF) Railroad at Northern Spur, for the construction of sidewalks and drainage facilities at the BNSF Railroad spur crossing, through ADOT's Utility and Railroad Engineering Section.

n. Upon the City's concurrence of the Project Documents relative to the waterline relocation, (requested by the City), as described in II.1.h above and Exhibit B, advertise and award one or more construction contract(s) for the Project and construct the Project in accordance with the Project Documents. Administer the construction and make all payments to the contractor(s). Be responsible for any contractor claims for additional compensation caused by or attributable to the State, relative to the State's Project elements.

o. Construct access control walls on "total take" properties acquired by the City and construct access control fencing or barriers in accordance with the Project Documents.

p. Pay for new points of connection (POC) to the City's water line and installation of the water service meters, through its contractor.

q. Obtain and pay for all monthly service billing fees/costs for electrical power to operate both the State's and the City's irrigation controllers during construction of the landscaping and through the contractor's maintenance and warranty period, referred to in the Project Documents as Landscaping Establishment.

r. Coordinate with the City relative to the rights of way exchanges and transfers, and make its best effort to transfer and finalize a Right of Way or Intergovernmental Agreement between the Parties,

prior to completion of the Project. Recommend to the State Transportation Board, approval of all rights of way exchanges and transfers, in accordance with Arizona Revised Statutes, Title 28 Article 6.

s. Upon completion of the Project, conduct a final walk through with the City for concurrence of the City's requested elements identified herein. The State will accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project Documents and that the Project has been satisfactorily completed.

t. Upon completion and the State's acceptance of the Project, transfer to the City, all maintenance responsibilities for landscaping.

u. Be responsible for maintaining structural integrity of access control features (walls, fire emergency access gates, bollards, etc.) within State's rights of way. Be responsible for painting and graffiti control on the access control features facing Grand Avenue. The State will not be responsible for structural integrity, painting or graffiti control of the decorative fencing located on the north side of Grand Avenue, from approximately 670 feet east of, to approximately 120 feet west of, 57<sup>th</sup> Drive.

v. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office that the City has a valid annual city-wide Blanket Permit on file, for routine/normal landscape and wall and barrier maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all permit and Certificate of Insurance requirements. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

w. Notify the City when the State is in receipt of completed as-built plans from the design consultant and that electronic copies are available through Engineering Records.

## 2. The City will:

a. Upon receipt of MAG funds transferred by the State, in the estimated amount of **\$1,959,914.00**, as shown on Exhibit A, obtain a temporary construction easement over the area described in II.1.a. The City will be responsible for contracting with APS and SRP to design and construct certain items associated with the Project, including underground relocation of existing overhead power and communication lines and underground construction of new power lines for lighting from 71<sup>st</sup> Avenue to 43<sup>rd</sup> Avenue, at the locations shown in the table referenced in II.1.a above. The City agrees any changes to the existing scope of work and estimated costs provided by APS and SRP, shown on Exhibit A, will be submitted to the State for review and concurrence by MAG. The City will be responsible for all costs that have not been provided to the State and not concurred with by MAG.

b. Ensure APS will be responsible for obtaining necessary permits/licenses from the BNSF Railroad for placing its power line under BNSF rights of way.

c. Monitor invoices by APS and SRP to ensure sufficient funding is available for completion of said work, described in II.1.a above. Notify the State in writing, if additional funds are required and request the State obtain approval and funding from MAG. All costs associated with the work performed by APS and SRP and not approved by MAG will be the responsibility of the City.

d. Notify the State if additional funds that exceed the amount referenced in II.1.a above are required and request the State obtain approval and funding from MAG. All costs associated with the work performed by APS and SRP and not approved by MAG will be the responsibility of the City.

e. Upon completion of the work performed by APS and SRP, prepare and submit a recapitulation to the State. If the actual cost for said work is less than the funds previously transferred by the State, remit the balance to the State for returning to MAG. If the actual cost for said work exceeds the initial amount received by the City, submit a request for the State to obtain approval and funding from MAG.

f. Within thirty (30) days from the receipt of an invoice from the State remit **\$332,770.00**, as shown in Exhibit B to the State for the estimated costs of the City's waterline work incorporated in the State's improvements of US 60, which includes fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%) design engineering and administration (10%), and includes applicable estimated indirect costs (iCAP), approved by the Federal Highway Administration (FHWA).

g. Remit to the State, within 30 days from receipt of an invoice, any additional costs for the City's waterline relocation work, should the actual cost exceed the estimated amount referenced in II.1.h above.

h. Be responsible for the placement of the relocated water meter and connection at no cost to the State.

i. Provide potable water mains up to or within the State's rights of way, at the City's expense.

j. Furnish and install necessary water services for landscape irrigation, from the water mains to the State's point of connection (POC) within the State's right of way, at the City's expense, to include setting the service meter(s) within State's rights of way. The City will authorize and pay or waive any water development fees.

k. Furnish at its own cost, all potable water at the design pressures stated in the Project Documents, to the maximum extent possible for landscape installation during the construction phase, and all water thereafter, necessary to properly maintain the landscape, at City's expense.

l. Should the City elect to deliver treated reclaimed water instead of potable water, furnish and maintain at its own cost, any additional equipment and electrical power required by the State to maintain the design water pressures and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense.

m. Attend monthly Project design progress meetings. Review the Project Documents and provide timely review comments, as appropriate. Be responsible for any Consultant claims for extra compensation caused by or attributable to the City above those included in this Agreement and the Project Documents.

n. Grant the State a temporary construction easement (TCE) for construction of the Project within City's rights of way.

o. Coordinate with the State relative to the rights of way exchanges and transfers, and make its best effort to finalize a Right of Way or Intergovernmental Agreement between the Parties, prior to completion of the Project.

p. Provide eligible construction engineering inspection services as agreed upon by the State and the City, in accordance with II.3.c below.

q. Be responsible for all costs associated with any design or construction changes requested by the City that are not covered by this Agreement and/or Project Documents. The cost for design and construction changes will include a fixed rate of 10% for the State's design, review and administration costs for the Project. Pay invoices from the State within thirty (30) days of receipt.

r. Provide to the State all purchase agreements necessary for the rights of way exchange and transfers.

s. Upon notification from the State, attend a walk through with the City's inspectors during the construction of the Project as needed to confirm the City's concurrence/sign-off of the City's requested conduit and pull boxes for reinstallation of fiber optics. The City will be responsible for maintaining the conduit and fiber optic cables upon completion and acceptance of the Project by the State.

t. Be responsible for any contractor claims for extra compensation caused by or attributable to the City or its contractor(s) work. If applicable, pay invoices from the State within thirty (30) days.

u. Upon completion of construction and notification by the State that the Project has been designed and constructed in accordance with the Project Documents, attend the final inspection with the State.

v. During and after the contractor's maintenance warranty period, be responsible for maintaining the sidewalks on the crossroads beyond the US 60 radius returns.

w. Upon completion of construction, (during and after the contractor's maintenance warranty period), be responsible for maintaining structural integrity of walls and fencing outside State's rights of way. Be responsible for painting and graffiti control on access control features (walls, fencing, etc.) facing away from Grand Avenue. Be responsible for the structural integrity, painting and graffiti control on the decorative fencing located from approximately 670 feet east of, to approximately 120 feet west of, 57<sup>th</sup> Drive.

x. At the conclusion of the contractor's maintenance warranty period, and at its own cost, maintain the decomposed granite, all landscaping within the Project limits. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/ herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping and decomposed granite.

y. At the conclusion of the contractor's maintenance and warranty period, and at its own cost, maintain the irrigation system, including all testing, adjusting, repairing and operation of the irrigation system. At this time, the City shall also assume responsibility of paying for electrical power necessary to operate the City's irrigation controllers and if applicable, any booster pumps.

z. Be responsible for all electrical energy costs to operate the street lighting and associated supporting electrical equipment. Supporting electrical equipment includes all other electrical materials, components and/or other equipment necessary for the operation and maintenance of the electrical facilities described herein, such as conduit, conductors, pull boxes, controllers and cabinets.

aa. Be responsible for all costs associated with testing and remediation of any hazardous material sites, known or unknown, should the City request additional improvements outside of the State's rights of way, or within any rights of way acquired by the City and subsequently included in the Right of Way or Intergovernmental Agreement for exchange or transfer with the State, as described in II.3.a below.

bb. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all permit and certificate of insurance requirements. Agree any new construction or installation shall require a separate permit per the Phoenix Maintenance District's established procedures, which may be obtained through the Phoenix Maintenance District Office referenced herein.

cc. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statutes § 28-641, during all maintenance operations conducted by the City on State's rights of way. Traffic Control Plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT), Phoenix Maintenance District Permits Office.

3. The Parties Agree:

a. To enter into an Exchange/Transfer Agreement relative to the rights of way acquired by the City and rights of way to be exchanged or transferred between the City and the State, prior to completion of the work described herein and subject to approval by Resolution of the State Transportation Board.

b. Owners of fences or walls removed by the State during construction will be clearly and specifically compensated with adequate funds to build a replacement fence or wall through agreements prepared by the State's Right of Way Section.

c. The State will utilize the City's Inspectors as needed by the State's Resident Engineer relative to the State's work in accordance with the following:

i. All State (ADOT) policies and procedures will be applicable as coordinated with ADOT's Phoenix Construction District (the "District") and the Construction Group. The City, the District, and the Construction Group must agree on the acceptable qualifications of the proposed City personnel.

ii. The City's Engineering Director must provide ADOT's Construction Group, for pre-approval, all required and current certifications and chargeable rates (labor and equipment). The City personnel will report to ADOT's Resident Engineer and must comply with all State hardware/software computer requirements, including keeping the computer and any information in a secure location. The City personnel must also utilize the State's automated system to complete the required weekly time sheet.

iii. The City personnel assigned to the Project will remain employees of the City and will not be considered employees of the State during the term of this Agreement.

iv. The City will invoice the State monthly for reimbursement. All charges must be kept current for both payment and State reporting purposes.

v. The State will make timely payments to the City upon receipt and approval of an invoice from the City.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon the signing and dating of the Determination Letter by the State's Attorney General.

2. This Agreement may be cancelled at any time prior to the advertisement of the Project with thirty (30) days written notice to the other Party. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project, provided however, any provisions herein for maintenance of the Project and electrical power costs provided by the City shall be perpetual. Should the City fail to maintain the Project, it is understood and agreed that the State shall in no way be obligated to maintain said Project as referenced herein.

3. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Contractor and subcontractors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their Contract with the City, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

4. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA). *"Applicable indirect costs" means costs incurred by ADOT and approved by FHWA under ADOT's indirect cost allocation proposal, pursuant to 2 CFR 225 and OMB Circular A-87.*

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

7. The Parties warrant compliance with the "Buy America" requirements as set forth in Section 106.15 of the ADOT Standard Specifications for Road and Bridge Construction.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds. Every payment obligation of State and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

10. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant their compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Parties may be subject to penalties up to and including termination of the Amendment.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

11. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operation" shall have the meanings set forth in Arizona Revised Statutes § 35-391 or and § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

12. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by Arizona Revised Statutes Sections § 12-1518, as applicable.

14. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007-3212  
Fax: 602-712-3132

City of Glendale  
City Manager's Office  
5850 West Glendale Avenue  
Glendale, AZ 85301  
Fax: (623) 847-1399

For Maintenance Permit – Contact

Arizona Department of Transportation  
Phoenix Maintenance District Permits Office  
2140 S. 22<sup>nd</sup> Avenue, Mail Drop PM00  
Phoenix, Arizona 85017

City Finance - Contact

City of Glendale  
Transportation Department  
5800 West Glenn Drive  
Glendale, AZ 85301  
Fax: (623) 915-1029

For Finance: Contract Receivable

Arizona Department of Transportation  
Attn: Accounts Receivable  
206 S. 17<sup>th</sup> Avenue, MD 204B  
Phoenix, AZ 85007

For Finance: Contract Payable

Arizona Department of Transportation  
Attn: Accounts Payable  
206 S. 17<sup>th</sup> Avenue, MD 203B  
Phoenix, AZ 85007

15. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CITY OF GLENDALE**

**STATE OF ARIZONA**

Department Of Transportation

By \_\_\_\_\_  
ED BEASLEY  
City Manager

By \_\_\_\_\_  
ROBERT SAMOUR, P.E.  
Deputy State Engineer, Valley Transportation

ATTEST:

By \_\_\_\_\_  
PAMELA HANNA  
City Clerk

**IGA/JPA 10-142 I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE**

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an Agreement among public agencies, which has been reviewed pursuant to Arizona Revised Statutes §11-951 through §11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF GLENDALE under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
City Attorney

# Exhibit A

JPA 10-142 I

## APS and SRP Grand Avenue/US 60 Improvement Project Overhead to Underground Conversion Cost Estimates

### APS

Total New Electrical Costs related to Underground Conversion	769,870.00	
APS Responsibility due to no prior rights	(266,236.00)	
Overhead to Underground Conversion		\$503,634.00
Trench and Conduit		\$732,800.00
<b>APS ESTIMATED GRAND TOTAL</b>		<b>\$1,236,434.00</b>

### SRP

Grand Avenue and Northern Conversion		
KJ2-703	\$28,902.03	
JJ2-180	\$36,464.07	
Total		\$65,366.10
Grand Avenue and Missouri Conversion		
KJ2-699	\$132,890.78	
JJ2-177	\$38,111.86	
Total		\$171,002.64
Grand Avenue Street Light Conversion / Relocation (both sides)		
JJL-204	\$28,879.67	
KJL-297	\$280,057.19	
Total		\$308,936.86
<b>SRP ESTIMATED GRAND TOTAL</b>		<b>\$545,305.60</b>

### City of Glendale

Estimate of City Supervision and Inspection (10%)		<b>\$178,173.96</b>
<b>Total Estimate Project Funds to City of Glendale</b>		<b>\$1,959,913.56</b>

**EXHIBIT 'B'**  
**SUMMARY OF COSTS**  
**TO BE PAID BY CITY OF GLENDALE (COG)**  
**PROJECT NO. 060 MA 149 H7328 01C**  
**FEDERAL AID NO. 060-B(204)**

**GRAND AVENUE**  
**SR 101L TO McDOWELL ROAD**

ITEM	DESIGN	CONSTRUCTION	TOTAL	DESCRIPTION
1 TRACS NO. H7328 01C GRAND AVENUE, SR 101L TO McDOWELL ROAD - ABANDONMENT OF EXISTING & INSTALLATION OF NEW WATER SERVICES	\$ 14,441.00	\$ 172,084.00	\$ 186,525.00	The City of Glendale has requested the following: Design and construct the abandonment of existing water services in conflict with the improvements of this project and the installation of new water services.
2 TRACS NO. H7328 01C GRAND AVENUE, SR 101L TO McDOWELL ROAD - RELOCATION OF EXISTING FIRE HYDRANTS	\$ 5,085.00	\$ 60,594.00	\$ 65,679.00	The City of Glendale has requested the following: Design and construct the relocation of fire hydrants in conflict with the improvements of this project.
3 TRACS NO. H7328 01C GRAND AVENUE, SR 101L TO McDOWELL ROAD - RELOCATION OF WATER MAIN ALIGNMENT	\$ 4,972.00	\$ 59,247.00	\$ 64,219.00	The City of Glendale has requested the following: Design and construct the relocation of water main alignments in conflict with the improvements of this project.
4 TRACS NO. H7328 01C GRAND AVENUE, SR 101L TO McDOWELL ROAD - INSTALLATION OF FIRE HYDRANTS	\$ 1,266.00	\$ 15,081.00	\$ 16,347.00	The City of Glendale has requested the following: Design and construct for transportation and railway fire protection, two new fire hydrants along Grand Avenue, between Missouri and QT Store at Bathany Home Rd.
<b>TOTALS</b>	<b>\$ 25,764.00</b>	<b>\$ 307,006.00</b>	<b>\$ 332,770.00</b>	

**EXHIBIT 'B'**

**TO BE PAID BY CITY OF GLENDALE (COG)  
 PROJECT NO. 060 MA 149 H7328 01C  
 FEDERAL AID NO. 060-B(204)**

**GRAND AVENUE  
 SR 101L TO McDOWELL ROAD**

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
<b>ITEM 1: ABANDONMENT OF EXISTING AND INSTALLATION OF NEW WATER SERVICES</b>					
8080043	BACKFLOW PREVENTION ASSEMBLY RELOCATION	EACH	6	\$3,000.00	\$ 18,000.00
8080193	RELOCATE VALVE (WATER)	EACH	3	\$3,000.00	\$ 9,000.00
8080612	PROVIDE WATER SERVICE	EACH	20	\$1,600.00	\$ 32,000.00
8080695	CONCRETE PIPE PLUG	EACH	1	\$1,000.00	\$ 1,000.00
8081116	ABANDON WATER LINE	EACH	32	\$1,900.00	\$ 60,800.00
9240119	MISCELLANEOUS WORK (WATER VALVE - ADJUST TO GRADE)	EACH	7	\$1,000.00	\$ 7,000.00
	<b>SUBTOTAL ITEM 1 (A)</b>				<b>\$ 127,800.00 (A)</b>
<b>GENERAL CONSTRUCTION ITEMS</b>					
	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	0	0.00%	-
	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$ 1,278.00
	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	2% of (A)	\$ 2,556.00
	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$ 12,780.00
	<b>GENERAL CONSTRUCTION SUBTOTAL</b>				<b>\$16,614.00</b>
	<b>SUBTOTAL CONSTRUCTION COST ITEM 1 (B)</b>				<b>\$144,414.00 (B)</b>
	CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			9% of (B)	\$ 12,997.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$ 7,221.00
	DESIGN ENGINEERING AND ADMINISTRATION <sup>6</sup>			10% of (B)	\$ 14,441.00
	ESTIMATED INDIRECT COSTS (5.16%) <sup>7</sup>			5.16% of (B)	\$ 7,452.00
	<b>TOTAL ITEM 1</b>				<b>\$186,525.00</b>

**Notes:**

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9.0% fixed rate) of the City's Construction Cost (Item B).
- Design Engineering and Administration was calculated on a percentage basis (10% fixed rate) of the City's Construction Cost (Item B).
- Indirect Cost is an estimate and subject to change.

**EXHIBIT 'B'**

**TO BE PAID BY CITY OF GLENDALE (COG)  
 PROJECT NO. 060 MA 149 H7328 01C  
 FEDERAL AID NO. 060-B(204)**

**GRAND AVENUE  
 SR 101L TO McDOWELL ROAD**

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
8080656	ITEM 2: RELOCATION OF EXISTING FIRE HYDRANTS RELOCATE FIRE HYDRANT (ASSEMBLY)	EACH	15	\$3,000.00	\$ 45,000.00
	<b>SUBTOTAL ITEM 2 (A)</b>				<b>\$ 45,000.00 (A)</b>
	<b>GENERAL CONSTRUCTION ITEMS</b>				
	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	0.00%	-
	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$ 450.00
	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	2% of (A)	\$ 900.00
	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$ 4,500.00
	<b>GENERAL CONSTRUCTION SUBTOTAL</b>				<b>\$5,850.00</b>
	<b>SUBTOTAL CONSTRUCTION COST ITEM 2 (B)</b>				<b>\$50,850.00 (B)</b>
	CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			9% of (B)	\$ 4,577.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$ 2,543.00
	DESIGN ENGINEERING AND ADMINISTRATION <sup>6</sup>			10% of (B)	\$ 5,085.00
	ESTIMATED INDIRECT COSTS (5.16%) <sup>7</sup>			5.16% of (B)	\$ 2,624.00
	<b>TOTAL ITEM 2</b>				<b>\$65,679.00</b>

**Notes:**

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9.0% fixed rate) of the City's Construction Cost (Item B).
- Design Engineering and Administration was calculated on a percentage basis (10% fixed rate) of the City's Construction Cost (Item B).
- Indirect Cost is an estimate and subject to change.

**EXHIBIT 'B'**

**TO BE PAID BY CITY OF GLENDALE (COG)  
 PROJECT NO. 060 MA 149 H7328 01C  
 FEDERAL AID NO. 060-B(204)**

**GRAND AVENUE  
 SR 101L TO McDOWELL ROAD**

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
8081004	ITEM 3: RELOCATION OF WATER MAIN ALIGNMENTS				
	WATER MAIN (REALIGNMENT) (MAG STD DETAIL 370)	EACH	11	\$4,000.00	\$ 44,000.00
	<b>SUBTOTAL ITEM 2 (A)</b>				<b>\$ 44,000.00 (A)</b>
	<b>GENERAL CONSTRUCTION ITEMS</b>				
	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	0.00%	-
	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$ 440.00
	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	2% of (A)	\$ 880.00
	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$ 4,400.00
	<b>GENERAL CONSTRUCTION SUBTOTAL</b>				<b>\$5,720.00</b>
	<b>SUBTOTAL CONSTRUCTION COST ITEM 2 (B)</b>				<b>\$49,720.00 (B)</b>
	CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			9% of (B)	\$ 4,475.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$ 2,486.00
	DESIGN ENGINEERING AND ADMINISTRATION <sup>6</sup>			10% of (B)	\$ 4,972.00
	ESTIMATED INDIRECT COSTS (5.16%) <sup>7</sup>	5.16%		5.16% of (B)	\$ 2,566.00
	<b>TOTAL ITEM 2</b>				<b>\$64,219.00</b>

Notes:

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9.0% fixed rate) of the City's Construction Cost (Item B).
- Design Engineering and Administration was calculated on a percentage basis (10% fixed rate) of the City's Construction Cost (Item B).
- Indirect Cost is an estimate and subject to change.

**EXHIBIT 'B'**

**TO BE PAID BY CITY OF GLENDALE (COG)  
 PROJECT NO. 060 MA 149 H7328 01C  
 FEDERAL AID NO. 060-B(204)**

**GRAND AVENUE  
 SR 101L TO McDOWELL ROAD**

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
	<b>ITEM 4: INSTALLATION OF FIRE HYDRANTS</b>				
8080651	INSTALL FIRE HYDRANT	EACH	2	\$5,600.00	\$ 11,200.00
	<b>SUBTOTAL ITEM 2 (A)</b>				<b>\$ 11,200.00 (A)</b>
	<b>GENERAL CONSTRUCTION ITEMS</b>				
	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	0.00%	-
	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$ 112.00
	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	2% of (A)	\$ 224.00
	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$ 1,120.00
	<b>GENERAL CONSTRUCTION SUBTOTAL</b>				<b>\$1,456.00</b>
	<b>SUBTOTAL CONSTRUCTION COST ITEM 2 (B)</b>				<b>\$12,656.00 (B)</b>
	CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			9% of (B)	\$ 1,139.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$ 633.00
	DESIGN ENGINEERING AND ADMINISTRATION <sup>6</sup>			10% of (B)	\$ 1,266.00
	INDIRECT COSTS (5.16%) <sup>7</sup>			5.16% of (B)	\$ 653.00
	<b>TOTAL ITEM 2</b>				<b>\$16,347.00</b>

**Notes:**

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9.0% fixed rate) of the City's Construction Cost (Item B).
- Design Engineering and Administration was calculated on a percentage basis (10% fixed rate) of the City's Construction Cost (Item B).
- Indirect Cost is an estimate and subject to change.



**Construction Services Contract (Municipal Distribution)**

CUSTOMER IMPROVEMENTS  
XCT 341  
P.O. Box 52025  
Phoenix, AZ 85072-2025

SRP Contact: Ryan Earwood  
Contact Phone: (602) 236-4128  
Contact Fax:  
Date: 10/07/2011

**ATTN: Bob Darr**  
City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Glendale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	67th AVE/GRAND U/G CONVERSION - Underground Conversion Job		
SRP Job #:	KJ200703	SRP Work Order #:	81336683
Customer Job #:			
Location:	67TH AVE /GRAND		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$28,902.03	SRP	SRP
Scope:	Estimate for undergrounding Single phase primary		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.





## Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction  
Terms and Conditions  
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.



**Construction Services Contract (Municipal Distribution)**

CUSTOMER IMPROVEMENTS  
XCT 341  
P.O. Box 52025  
Phoenix, AZ 85072-2025

SRP Contact: Ryan Earwood  
Contact Phone: (602) 236-4128  
Contact Fax:  
Date: 10/07/2011

**ATTN: Bob Darr**  
City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Glendale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	67th AVE/GRAND O/H CONVERSION - Overhead Conversion Job		
SRP Job #:	JJ200180	SRP Work Order #:	81336461
Customer Job #:			
Location:	67TH AVE /GRAND		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$36,464.07	NA	NA
Scope:	Estimate for Overhead Removal for conversion		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.





## Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction  
Terms and Conditions  
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.



**Construction Services Contract (Municipal Distribution)**

CUSTOMER IMPROVEMENTS  
XCT 341  
P.O. Box 52025  
Phoenix, AZ 85072-2025

SRP Contact: Ryan Earwood  
Contact Phone: (602) 236-4128  
Contact Fax:  
Date: 08/02/2011

**ATTN: Bob Darr**  
City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Glendale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	GRAND AVE & MISSOURI		
SRP Job #:	KJ200699	SRP Work Order #:	81065149
Customer Job #:	TRACS NO. 060 MA 149 H7328 01D		
Location:	GRAND AVE & MISSOURI, GLENDALE		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$132,890.78	SRP	SRP
Scope:	Cost to install underground lines for conversion		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.



**Construction Services Contract (Municipal Distribution)  
(Continued)**

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

**Customer's  
Legal Business  
Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**SRP Authorized  
Signature:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Chris Reynoso



## Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction  
Terms and Conditions  
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.



**Construction Services Contract (Municipal Distribution)**

CUSTOMER IMPROVEMENTS  
XCT 341  
P.O. Box 52025  
Phoenix, AZ 85072-2025

SRP Contact: Ryan Earwood  
Contact Phone: (602) 236-4128  
Contact Fax:  
Date: 08/02/2011

**ATTN: Bob Darr**  
City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Glendale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	GRAND AVE & MISSOURI		
SRP Job #:	JJ200177	SRP Work Order #:	81065174
Customer Job #:	TRACS NO. 060 MA 149 H7328 01D		
Location:	GRAND AVE & MISSOURI, GLENDALE		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$38,111.86		
<b>Scope:</b>	Removal of Overhead Lines for Conversion Project		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.



**Construction Services Contract (Municipal Distribution)  
(Continued)**

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

**Customer's  
Legal Business  
Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**SRP Authorized  
Signature:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Chris Reynoso



## Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction  
Terms and Conditions  
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.



**Construction Services Contract (Municipal Distribution)**

CUSTOMER IMPROVEMENTS  
XCT 341  
P.O. Box 52025  
Phoenix, AZ 85072-2025

SRP Contact: Ryan Earwood  
Contact Phone: (602) 236-4128  
Contact Fax:  
Date: 10/07/2011

**ATTN:** Bob Darr  
City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Glendale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	Grand Ave - Glendale Street Light (Butler-Northern)		
SRP Job #:	JJL00204	SRP Work Order #:	81252319
Customer Job #:	060-B(204)		
Location:	Grand Ave (Butler-Northern)		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$28,879.67	ADOT Contractor	ADOT Contractor
<b>Scope:</b>	Cost for Overhead Streetlight Wire Removal		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.





## Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction  
Terms and Conditions  
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.



**Construction Services Contract (Municipal Distribution)**

CUSTOMER IMPROVEMENTS  
XCT 341  
P.O. Box 52025  
Phoenix, AZ 85072-2025

SRP Contact: Ryan Earwood  
Contact Phone: (602) 236-4128  
Contact Fax:  
Date: 10/07/2011

**ATTN: Bob Darr**  
City of Glendale  
5850 W Glendale Ave Suite 330  
Glendale, AZ 85301

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Glendale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	US60,SR101L-MCDOWELL RD		
SRP Job #:	KJL00297	SRP Work Order #:	81058388
Customer Job #:	060-B(204)		
Location:	US60,SR101L-MCDOWELL RD, GLENDALE		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

This Contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$280,057.19	ADOT Contractor	ADOT Contractor
Scope:	Construction Estimate for Streetlight on N&S side		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.



**Construction Services Contract (Municipal Distribution)  
(Continued)**

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

**Customer's  
Legal Business  
Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**SRP Authorized  
Signature:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Herjinder Hawkins



## Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.
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**Electrical Design and Construction  
Terms and Conditions  
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
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P.O. Box 53933  
Phoenix, AZ 85072

September 07, 2011

Mr. Bob Darr  
City of Glendale  
5850 W. Glendale Ave.  
Glendale, AZ 85301-2599

**PROJECT:** TRACS Project Number: 060 MA 149 H7328 01C  
Authorization to Bill Letter APS Job #W469683  
**LOCATION:** City of Glendale Grand Avenue 51<sup>ST</sup> to 71<sup>ST</sup> Avenue OH to UG Conversion

Dear Mr. Darr,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. W469683 relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS, the City of Glendale ("City") and ADOT.

- 1) **To be provided and installed by the ADOT / City of Glendale Street lighting Contractor:**
  - a) The ADOT Street lighting contractor shall supply all of the trench and conduit from the new street light poles to the existing APS J-boxes, install of the Street lighting poles, fixtures and attach to the street lighting conduit stub-out that was installed by the APS contractor within the joint trench as outlined on the APS drawings, install the APS provided ground rods for the new street lighting system located on the south side of Grand Avenue.  
APS will install the new Underground cable and make terminations inside of the existing J-boxes and remove the existing overhead street light wire on APS work order number **WA43853**.
- 2) **To be provided and installed by Arizona Public Service Company APS 12kV Work Order Number: W469683**
  - a) Installation of primary trench and conduit system and inspection including; trench work, conduit installation, miscellaneous work and installations as outlined in on the APS plans. Call 602-371-7989 a minimum of 72 hours prior to needing inspection.
  - b) All ground rods (or alternate grounding material), street light junction boxes, pull boxes, pull line, transformer pads, pull boxes, switching cabinet box pad, and electronic markers.

- c) APS Transmission and Distribution Construction Specifications as related to the project.
- d) All trench, bell holes and backfill as required to splice APS cables from the point at which the City contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
- e) Horizontal survey of all APS facilities. Call 602-371-7989 five- (5) working days prior to needing the staking of the trenches.
- f) All street lighting trench material and trench related work including, but not limited to, trenching, spoils, removal, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the City contractor and crews.
- 3) APS relocation job scope as follows:
- Relocate existing APS 12 kV/ overhead / underground facilities.
  - Provide all necessary trench and conduit as mentioned above in notes A-F.
  - Install new APS Underground and Overhead 12kV facilities to replace APS facilities that are in conflict with the new City of Glendale / ADOT US60 road Improvements or are a part of the conversion.
  - Schedule night outages and work with APS Residential and commercial customers.
  - Provide all necessary traffic control for the work performed by APS forces.
- 4) APS will convert the primary and secondary 12kV facilities that are in conflict with the new City / ADOT US60 Road improvements as shown on the APS drawings specifically located on the north and south sides of Glendale Avenue between 51st and 59th Avenue within the APS service territory, as was requested by the City of Glendale (see enclosed plan).
- 5) The City shall reimburse APS \$503,634.00 for the overhead to underground conversion and existing APS 12kV facilities as requested by the C.o. Glendale.
- 6) The City shall reimburse APS \$732,800.00 for the trench and conduit associated with the overhead to underground conversion and existing APS 12kV facilities as requested by the C.o. Glendale and also install the new street lighting conduit and stub outs for the planned ADOT Grand Avenue improvement Project.

The City of Glendale shall pay APS a grand total \$1,236,434.00 for all work performed by APS forces as is required by this City of Glendale Project. The APS cost also include the cost to provide service to the new City of Glendale street lighting system, landscape, and traffic signal electrical panels .

This is the estimated cost; I will send you a more detailed cost after all of the APS relocation work have been completed.

Sign both enclosed copies of this letter and return one to me to indicate your approval of the above costs and responsibility.

Please call me, if you have any questions at 602-371-7989.

Sincerely,



Bobby Garcia  
SR Governmental Liaison  
Underground Construction  
Enclosure

**The City of Glendale agrees to reimburse APS the amount of \$1,236,434.00 for all the work APS performed in association with the City of Glendale / ADOT US60 Improvements between 51st and 67th Avenue Improvement Project on the north and south side of Grand Avenue.  
ADOT TRACS Project Number: 060 MA 149 H7328 01C  
APS Work Order Number: W469683**

**Approved and accepted this \_\_\_\_\_ day of September, 2011 on behalf of the City of Glendale.**

**By:**

---

**City of Glendale Construction Engineering Manager**